

# "MAIN" SITE PROPERTY TRANSACTIONS

<u>Date</u>	<u>Instrument</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Parcels/Tracts</u>	<u>Book/Page</u>
9/28/79	Warranty Deed	Jerry Sternberg	Daniel Johnson & David Witherspoon Jr.	1,2,3,5, / A-1	1691/646
9/28/79	Deed of Trust	David Witherspoon Jr. Daniel Johnson & David Witherspoon Inc.	Jerry Sternberg	1,2,3,5 / A-1, A-2	1892/1027
8/10/87	Full Release	Jerry Sternberg	David Witherspoon Inc.	1,2,3,5/A-1 & removes lien on A-2	179/1193
11/17/80	Lease	David Witherspoon Jr. & Daniel Johnson	Smokey Mountain Smelters	Building 1	2020/236
11/17/80	Lease	David Witherspoon Jr. & Daniel Johnson	Rotary Furnace Inc.	Building 2	2020/243
8/13/82	Deed of Trust	David Witherspoon Jr. & Daniel Johnson	City & County Bank (\$80,000 loan to Rotary Furnace)	1,2,3,5 / A-1	2001/692
5/24/84	Quit-Claim	David Witherspoon Jr.	Daniel Johnson	1,2,3,5 / A-1	1819/688
5/25/84	Deed of Trust	Daniel E. Johnson (\$110,000 debt to Witherspoon)	David Witherspoon Jr.	1,2,3,5 / A-1	2086/545
8/31/88	Release of Deed of Trust	David Witherspoon Jr.	Daniel Johnson	1,2,3,5 / A-1	177/679



10609423

SITE: Smokey Mountain  
BREAK: 11.14  
OTHER: VI

## **LOT 10R - (CUT-OUT TRACT) - TRANSACTIONS**

On December 16, 1987, this 1.02 acre tract was subdivided from the original parcel (Lot 10) that Daniel Johnson and David Witherspoon Jr. purchased, via warranty deed, from Jerry Sternberg in 1979.

<b><u>Date</u></b>	<b><u>Instrument</u></b>	<b><u>Grantor</u></b>	<b><u>Grantee</u></b>	<b><u>Book/Page</u></b>
1/27/88	Deed of Trust	Daniel E. Johnson (rec'd \$ 62,500 loan)	Charter Federal Savings & Loan Association	2334/0285
9/9/88	Release of Deed of Trust	Charter Federal Savings & Loan Association	Daniel E. Johnson	177/792
8-8-88	Deed of Trust	Daniel E. Johnson (rec'd \$ 76,000 loan)	Charter Federal Savings & Loan Association	2376/0440
6/23/99	Assignment of Deed of Trust	First American National Bank (formerly Charter Federal Savings)	Maryville Pike Properties	1999072000005191
8/23/99	Trustee's Deed	(for) Jerry Sternberg (property sold at auction)	Maryville Pike Properties	199908260016563

CHIEF  
CLERK  
21F

WARRANTY DEED—Form 14.

This Instrument Prepared By Max M. Morrison, Attorney,  
716 Market St., Knoxville, Tenn.

THIS INDENTURE, made this 28 day of September

A. D., 1979 between Jerry V. Sternberg, Single

of Asheville,

in the State of North Carolina

of the first part, and David A. Witherspoon, Jr., and Daniel E. Johnson

of Knoxville, Tennessee

the second part

WITNESSETH, that the said part y of the first part, for and in consideration of the sum

of One Dollar (\$1.00) and other good and valuable consideration

to him in hand paid by the said part ies of the second part, the receipt of which is hereby  
acknowledged,

01 \* 1 00

16552

10-30 79

2 000

~~and to secure the payment of said note and to keep the same duly paid on the property here conveyed~~has granted, bargained, sold, conveyed, and does hereby grant, bargain, sell and convey unto the  
said part ies of the second part, the following described premises, to wit, situated in  
District No. Nine of Knox County, TennesseeAll property described in the attached "Exhibit A"  
and "Exhibit A-1"I hereby swear or affirm that the actual consideration of this  
transfer, whichever is greater, is \$150,000.00

Subscribed and sworn to before me this 30 day of Oct 1979

Deputy Register

08 \* 390

09 \* 0

A \* 390

16562

10-30-

2 0001

RESPONSIBLE TAXPAYER

12206 Arminant PT

Knoxville, TN 37922

ADDRESS

COUNTERSIGNED

OCT 30 1979

PARK M. (Parkey) STERNBERG

KNOX COUNTY

PROPERTY ASSESOR

BY UK

I certify that the foregoing is a true and correct copy of the original as shown to me on the within instrument and Witness my hand this

OCT 30 1979

Du.

390.00

SD

390.50

For further and more complete description and for Title, reference is here made to the following Deeds of Record in the Register's Office in and for said County and State, in Deed Book

Vol. , Page , Book , Vol. , Page , Book  
Vol. , Page ;

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Homestead and Dower therein. TO HAVE AND TO HOLD the said premises to the said parties of the second part, their heirs and assigns forever.

And the said party of the first part for himself and for his Heirs, Executors and Administrators do es hereby covenant with the said parties of the second part their heirs and assigns that they will lawfully seized in fee simple of the premises above conveyed and they have full power, authority and right to convey the same, that said premises are free from all incumbrances

and that he will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of



Instr: 197910300020042  
Pages 2 of 6

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Jerry V. Sternberg (L. S.)  
JERRY V. STERNBERG

(L. S.)

(L. S.)

(L. S.)

EXHIBIT "A"

Tracts of land located in Knox County, Tennessee, and being more fully described as follows:

Tract 1:

The following described property and premises, to-wit:

SITUATED, LYING AND BEING in the EIGHTH (9th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lots 1, 10, 11, and 12 in the JOSEPH LEWIS 1ST ADDITION TO VESTAL as shown by Map of said Addition of record in Map Book 7 at Page 99 in the Register's Office of Knox County, Tennessee, all of said lots being more particularly bounded and described as shown on the map of said Addition aforesaid, to which Map reference is made for more particular description of said lots and as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date of October 23, 1950.

Tract 2:

The following described property and premises to-wit:

SITUATED, LYING, AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lots No. 13 and 14 and the easter portion of Lot No. 16 in the JOSEPH LEWIS 1ST ADDITION TO VESTAL as shown by Map of said Addition of record in Map Book 7 at Page 99 in the Register's Office of Knox County, Tennessee, said lots and portion of lot lying adjacent forming one boundary situated and being on the Southeastern side of Lewis Avenue, having a combined frontage of 140 feet thereon and being more particularly bounded and described as follows to-wit:

BEGINNING at an iron pin in the Southeastern line of Lewis Avenue distant in a Northeasterly direction 50 feet from the point of intersection of the Southeastern line of Lewis Avenue with the Northeastern line of Bridge Street, extended to its point of intersection with said Southeastern line of Lewis Avenue, said point of beginning, marking common corner to Lots No. 13 and 14 in said Addition; thence in a Northeasterly direction along the Southeastern line of Lewis Avenue 140 feet to an iron pin; thence in a Southeasterly direction on a line parallel with the common dividing line between Lots Nos. 13 and 14 and distant 10 feet Southwestwardly therefrom 191.72 feet to a cut in concrete in the Northwestern right-of-way line of the Southern Railroad; thence with said Railroad right-of-way line Southwestwardly 146.4 feet to an iron pin marking common corner to Lots Nos. 13 and 14; thence in a Southwesterly direction along the common dividing line between Lots Nos. 13 and 14, 212.7 feet to an iron pin in the Southeastern line of Lewis Avenue, thence to BEGAINING as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1950.

Tract 3:

The following described property and premises to-wit:

SITUATED, LYING, AND BEING in the EIGHTH (9th) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being generally bounded as follows: on the Northeast by the Joseph Lewis 1st Addition to Vestal, on the Southeast by the right-of-way of the Georgia or Indiana Company, on the Northwest by the right-of-way of the L. & N. Railroad Company and on the Southwest by property known, on March 3, 1957 as the Mrs. Margaret Hamilton Frankland tract, said property being more particularly bounded and described to-wit:

POOR ORIGINAL



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Pages 3 of 6

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BOOK 1691 PAGE 648

BEGINNING at an iron pin in the Northwestern line of the Southern Railroad Company property, said point of beginning marking the most Southern corner of Lot No. 11 of the Joseph Lewis 1st Addition to Vestal; thence North 36 degrees West along the Southwestern line of said Addition and continuing along the Southwestern line of a driveway hereinafter described, a total distance of 608.46 feet to a point in the Southeastern right-of-way line of the L & N Railroad Company property; thence with said Railroad property the following chord calls and distances, to-wit: South 27 degrees 39 minutes West 70.37 feet to a point, South 24 degrees 33 minutes West 101.63 feet to a point, South 26 degrees 31 minutes West 101.69 feet to a point, South 23 degrees 29 minutes West 101.68 feet to a point, South 30 degrees 23 minutes West 101.74 feet to a point, South 32 degrees 28 minutes West 101.83 feet to a point, South 34 degrees 35 minutes West 101.68 feet to a point, South 36 degrees 05 minutes West 63.30 feet to a point marking the most Northern corner of said Mrs. Margaret Flenniken Flenniken tract; thence with said Northeastern line of said tract South 35 degrees 09 minutes East 638.30 feet to a point in the Northwestern right-of-way line of the Southern Railroad Company property; thence with said Railroad right-of-way line North 27 degrees 40 minutes East 763.3 feet to an iron pin; the place of BEGINNING.

Together with a right-of-way extending from the most Northern portion of the above described property Northeastwardly to Bridge Street and Maryville Pike, said right-of-way being bounded on the Northwest by the L & N Railroad Company right-of-way, on the Southeast by Lot No. 1 of the Joseph Lewis 1st Addition to Vestal and Bridge Street, said right-of-way being approximately 21 feet in width and some 100 feet in length, all as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

Tract 5

BEGINNING at a point on the northwest side of Knoxville and Augusta Railway, southeast corner of the property now owned by the American Agricultural Chemical Company; thence northeast alongside Knoxville and Augusta railway property 53 feet more or less to a stake; thence in a northwest direction 213.14 feet, parallel to the northeast line of the American Agricultural Chemical Company's property to a stake; thence southwest running parallel with the said Knoxville and Augusta railway, 50 feet to a stake; the southeast corner of Bridge Street (now Calab St.); thence southeast alongside line of said American Agricultural Chemical Co., 220.8 feet to the point of the BEGINNING. This being a part of the same property conveyed to Joseph Lewis, widower, by deed dated December 22, 1910, recorded in Book 246, page 240 of the Register's Office of Knox County, Tennessee.

This conveyance is made subject to a Southern Railway spur track across Tract 3; Easement for drainage ditches and water run-off in favor of the L & N Railroad Company and certain Restrictive Covenants applicable to Lots 14, 15, and 16, in the Joseph Lewis 1st Addition to Vestal.

POOR ORIGINAL



Instr: 187910300020042  
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BOOK 1691 PAGE 649

EXHIBIT "A-1"

A tract of land located in Knox County, Tennessee, and being more fully described as follows:

An undivided one-fifth (1/5) interest in and to the following described property and premises, to-wit:

- SITUATED, LYING, AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, adjoining the last described tract herein on the Southwest, being known as a portion of the tract known on March 3, 1959, as the Mrs. Margaret Flenniken Flenniken tract, and being more particularly bounded and described, to-wit:

BEGINNING at a point in the Northwestern right-of-way line of the Southern Railroad Company property, distant South 27 degrees 40 minutes West measured along said Railroad right-of-way line 763.3 feet from an iron pin marking the most Southern corner of Lot No. 11 of the Joseph Lewis 1st Addition to Vestal; thence North 35 degrees 09 minutes West 638.30 feet to a point in the Southeastern right-of-way line of the L & N Railroad Company property; thence with said Railroad Company right-of-way line the following chord calls and distances, to-wit: South 36 degrees 05 minutes West 38.39 feet, South 38 degrees 30 minutes West 101.86 feet, South 40 degrees 24 minutes West 119.76 feet to an iron pin marking the most Northern corner of Lot No. 6 of the Joseph Lewis 3rd Addition to Vestal; thence along the Northeastern line of said Addition South 36 degrees 43 minutes East 686.44 feet to an iron pin in the Northwestern right-of-way line of the Southern Railroad Company property; thence with said right-of-way line North 27 degrees 40 minutes East 260 feet to a point, the place of BEGINNING, as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

This conveyance is made subject to right-of-way along the Southwest line of this tract of land.

POOR ORIGINAL



Instr 197910300020042  
Pages 5 of 6

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STATE OF TENNESSEE,

County of KNOX } ss.

Personally appeared before me, the undersigned authority, a Notary Public of  
said County and State, the within named bargainer Jerry V. Sternberg

with whom I am personally acquainted, and who acknowledged that he executed the within instrument for  
the purposes therein contained.

Witness my hand and official seal at office this 28 day of SEPTEMBER, A. D. 1979  
My Commission Expires 6-28-82 [Signature] Notary Public

STATE OF TENNESSEE,

County of \_\_\_\_\_ } ss.

Personally appeared before me, \_\_\_\_\_, a Notary Public of  
said County and State, the within named bargainer \_\_\_\_\_

with whom I am personally acquainted, and who acknowledged that he executed the within instrument for  
the purposes therein contained.

Witness my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_  
My Commission Expires \_\_\_\_\_ Notary Public.

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$ \_\_\_\_\_, which amount is equal to or greater than the amount which the property transferred would command at a fair, voluntary sale.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_

My Commission Expires \_\_\_\_\_ Notary Public.



Instr: 19791030020042  
Pages: 6 of 6

Back File Automation

RECEIVED FOR  
RECORDING

OCT 30 11 08 AM '79

DURMAN  
REGISTER  
NOTE BOOK  
[Signature]



This instrument prepared by: Max M. Morrison, Attorney, 716 Market St.,  
Knoxville, Tennessee 37902

INSTRUMENT NO. 3380

DEED OF TRUST

This indenture, Made this 28th day of September, 1979,  
between David A. Witherspoon, Jr., and Daniel E. Johnson  
and David Witherspoon, Inc. *Not on Warranty Deed*

of the County of Knox and State of Tennessee, hereinafter called First Party, and  
P. Douglas Morrison, Trustee of the County of Knox and State of Tennessee,  
hereinafter called Second Party.

Witnesseth: That the First Party, for and in consideration of the sum of one dollar and the matters herein recited, has granted,  
bargained, sold, and conveyed, and does hereby grant, bargain, sell, and convey unto the Second Party, the following described real  
property and premises, to-wit: Situate in the Ninth Civil District of Knox County, Tennessee.

All property described in the attached "Exhibit A"  
and "Exhibit A-1" and "Exhibit A-2"

*NOT IN  
WARRANTY DEED*

01\* \*21.00  
A \*21.005  
177.62  
10-30-79  
2 0001.

I certify that the consideration has  
been paid within Deed has been paid.  
Witness my hand this

OCT 3 0 1979

Durward O. Sharp  
Register

Subst Fee 448.00

Clerk Fee 50

Total 448.50

08\* \*448.00  
09\* \*050  
A \*448.505  
177.72  
10-30-79  
2 0001.

RECEIVED  
RECORDS  
NOTE BOOK  
OCT 31 1979

See 2.12.2376-0445 Subordination Agreement  
FORM 10 220 1892 PAGE 1027

*See Rel. Bk. 163-878  
See T.D. 2001 pg 692  
See 2.12.2376-0445 Subordination Agreement*

*See 2.12.2376-0445 Subordination Agreement*

with the Hereditaments and Appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. To have and to hold the said premises to the Second Party, and his successors forever, in trust for the purposes hereinafter set forth.

And the First Party, for himself and for his heirs, executors, administrators, successors, and assigns, does hereby covenant with the said Second Party, and his successors, that he is lawfully seized in fee simple of the premises above conveyed and has full power, authority, and right to convey the same, that said premises are free from all encumbrances,

and that he will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

BUT THIS INSTRUMENT is made in trust to the Second Party for the uses and purposes following, that is to say: Whereas .....

David A. Witherspoon, Jr., and Daniel E. Johnson is/are truly and justly indebted or obligated to

Jerry V. Sternberg .....

(hereinafter called Beneficiary) in

the sum of Four Hundred Fifty Thousand Dollars .....

Dollars

(450,000.00.....) evidenced by:

In addition it is hereby contracted and agreed that if default is made in the payment of principal or interest, or any part thereof, and said note is placed in the hands of an attorney at law for collection or because of any litigation involving either said note or notes or the above described property, fifteen percent attorney's fee will be added thereto, paid to the holder thereof, and secured by this instrument. It is also hereby agreed that a fee of like amount will be paid to the Second Party if said note or notes are not placed in the hands of an attorney but collection is made by foreclosure hereof, which amount shall likewise be secured by this instrument.

In addition to the above described indebtedness, this instrument shall also secure (1) any and all other existing indebtedness or other obligations of First Party, or any of them, now held by the holder of the indebtedness secured hereby, hereinafter called the Beneficiary, and any renewals thereof regardless of maturity, and (2) any and all future indebtedness which may be hereafter created by First Party, or any of them, and be held by the Beneficiary, and any renewals thereof regardless of maturity, within a period of ten years from date and up to an amount not exceeding the amount of the original indebtedness secured hereby, whether said indebtedness is evidenced by note or notes, draft, check, account, or otherwise.

Now, therefore, if the First Party shall pay to the holder of the indebtedness secured hereby, hereinafter called the Beneficiary, the indebtedness secured hereby or otherwise satisfy the obligation to the Beneficiary secured hereby, with interest thereon and attorney's fees, if any, when the same shall become due and payable as set forth; keep all the taxes on the within conveyed property paid promptly as they become due; keep all buildings in good repair and abstain from the commission of waste on said premises; keep the buildings on said premises insured in an amount equal to the outstanding balance of the indebtedness hereby secured or the maximum insurable value of the improvements on the premises, whichever is the lesser, paying the premiums therefor, in some good and solvent fire insurance company or companies, the proceeds of which insurance shall be payable to the Beneficiary herein and the policy placed in his possession, and which insurance the said First Party hereby agrees shall be written in a company or companies approved by the Beneficiary hereunder; pay and keep current the payments on all prior and superior encumbrances and liens; then these presents and the estate hereby conveyed shall cease and become void. Without limitation on the warranties of title herein contained, if this trust deed should be or become inferior or junior to any other trust deeds, encumbrances, or liens, it is agreed and understood that Beneficiary herein may pay or discharge the same or pay and bring current any delinquent payment of any installment of the debt secured thereby, cure any breach or default in the covenants thereof, including but not limited to, the payment of insurance premiums, taxes, and attorney's fees, and any such cost or amount so paid shall become an additional obligation payable by First Party on demand of Beneficiary, default of which shall constitute a default under this trust deed as hereinafter provided and shall not constitute waiver of the right of the Beneficiary to foreclose and enforce this deed of trust. First Party does covenant and agree to pay and keep current any such prior and superior trust deed, encumbrance, or lien, and pay and discharge when due any such prior and superior trust deed, encumbrance, or lien, and failure of First Party so to do with or without demand of the Beneficiary herein shall constitute default under this trust deed in the manner hereinafter provided. If default be made in the payment or satisfaction of the above described indebtedness or obligation, or any part thereof, the interest thereon as it becomes due, the taxes as they become due, the said insurance premiums, or if default be made in the payment or keeping current of the payments on all prior and superior trust deeds, encumbrances and liens or if litigation arises involving said note or notes or the property herein described, or the employment of an attorney is necessitated for any reason, then the First Party will pay a fee of fifteen percent of the indebtedness or obligation secured hereby for the attorney for the Beneficiary, and the entire indebtedness may, at the option of the Beneficiary, be declared due. Thereupon the Second Party shall at the request of the Beneficiary, after giving notice of the time and place of sale by publishing said notice of sale at least three different times in some newspaper published in the county in which the property lies, the first of which publications shall be made at least twenty days previous to said sale (or if the amount of the indebtedness for which said property is to be sold shall not exceed \$200.00, after the publication of said sale for at least thirty days by written notices posted in at least five of the most public places in the county, one of which shall be at the court house door, and another in the civil district where the land lies) or as otherwise provided by law, at the time and place fixed, proceed to sell the property and premises above described and conveyed at public auction for cash, and in bar of the right and equity of redemption, and in bar of all homestead and dower rights, all of which are hereby waived and surrendered. In the event of foreclosure of this trust deed by Second Party upon demand by the Beneficiary Second Party shall cause to be mailed to First Party a copy of the notice of sale which copy shall be mailed on or before the date of the first publication thereof to First Party at the mailing address standing on the records of the Beneficiary herein as furnished to Second Party; however, such mailing of such notice, not being required by law, is declared and agreed to be a covenant personal to First Party in consideration of Beneficiary's right to call for and demand summary non-judicial foreclosure by Second Party and proof thereof need not be provided as a condition of sale hereunder nor recited in any conveyance made by Second Party hereunder. The Second Party shall apply the proceeds of such sale first to the payment of all costs and expenses of such sale, including a fee of fifteen percent to the attorney and a reasonable fee to the trustee, which fees shall become absolutely due and payable whenever said indebtedness, or any part thereof, is placed in the hands of an attorney at law for collection, or foreclosure is commenced under this instrument by the Second Party, as the case may be; second, to the payment of the indebtedness or the satisfaction of the obligation secured hereby; third, the surplus, if any, shall be paid to the First Party or his order or as otherwise required by law, provided however that the surplus, if any, may, at the option of the Beneficiary, be paid into a court of competent jurisdiction in interpleader proceedings with the costs and attorney's fees therefor to be paid out of such surplus. Anything to the contrary in the foregoing notwithstanding, Beneficiary shall have no liability to perform services, send notices, or take action of any kind in connection with the management of the premises herein conveyed.

And First Party further covenants and agrees to keep all buildings and improvements on the property described above in good repair and abstain from the commission of waste on said premises. At any time after default in payment of any part of the debt secured, including interest and attorney's fees, or upon breach of any covenant of First Party contained herein, Second Party may upon the request of the Beneficiary herein enter upon and take possession of and rent the property described above but be required to account only for net rents actually received by him, which rents may be applied to the indebtedness secured hereby or in cure of breach of covenant as hereinabove provided, and Second Party or the Beneficiary directly may also seek the appointment of a receiver for the above described property.

It seems that Witherspoon Inc. is not on the debt

EXHIBIT "A"

Tracts of land located in Knox County, Tennessee, and being more fully described as follows:

Tract 1:

The following described property and premises, to-wit:

SITUATED, LYING AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lots 1, 10, 11, and 12 in the JOSEPH LEWIS 1ST ADDITION TO VESTAL as shown by Map of said Addition of record in Map Book 7 at Page 99 in the Register's Office of Knox County, Tennessee, all of said lots being more particularly bounded and described as shown on the map of said Addition aforesaid, to which Map reference is made for more particular description of said lots and as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date of October 23, 1958.

Tract 2:

The following described property and premises to-wit:

SITUATED, LYING, AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being designated as all of Lots No. 14 and 15 and the greater portion of Lot No. 16 in the JOSEPH LEWIS 1ST ADDITION TO VESTAL as shown by Map of said Addition of record in Map Book 7 at Page 99 in the Register's Office of Knox County, Tennessee, said lots and portion of lot lying adjacent forming one boundary situated and being on the Southeastern side of Lewis Avenue, having a combined frontage of 140 feet thereon and being more particularly bounded and described as follows to-wit:

BEGINNING at an iron pin in the Southeastern line of Lewis Avenue distant in a Northeasterly direction 50 feet from the point of intersection of the Southeastern line of Lewis Avenue with the Northeastern line of Bridge Street, extended to its point of intersection with said Southeastern line of Lewis Avenue, said point of beginning marking common corner to Lots No. 13 and 14 in said Addition; thence in a Northeasterly direction along the Southeastern line of Lewis Avenue 140 feet to an iron pin; thence in a Southeasterly direction on a line parallel with the common dividing line between Lots No. 16 and 17 and distant 10 feet Southwestwardly therefrom 191.72 feet to a cut in concrete in the Northwestern right-of-way line of the Southern Railroad; thence with said Railroad right-of-way line Southwestwardly 146.4 feet to an iron pin marking common corner to Lots No. 13 and 14; thence in a Northwesterly direction along the common dividing line between Lots No. 13 and 14, 212.2 feet to an iron pin in the Southeastern line of Lewis Avenue, the place of BEGINNING, as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

Tract 3:

The following described property and premises to-wit:

SITUATED, LYING, AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being generally bounded as follows: on the Northeast by the Joseph Lewis 1st Addition to Vestal, on the Southeast by the right-of-way of the Southern Railroad Company, on the Northwest by the right-of-way of the L & N Railroad Company and on the Southwest by property known, on March 3, 1959 as the Mis. Margaret Flenniken Flenniken tract, said property being more particularly bounded and described to-wit:

Shows on map  
in Map Book 7  
@ Pg 99



BEGINNING at an iron pin in the Northwestern line of the Southern Railroad Company property, said point of beginning marking the most Southern corner of Lot No. 11 of the Joseph Lewis 1st Addition to Vestal; thence North 36 degrees West along the Southwestern line of said Addition and continuing along the Southwestern line of a driveway hereinafter described, a total distance of 603.46 feet to a point in the Southeastern right-of-way line of the L & N Railroad Company property; thence with said Railroad property the following chord calls and distances, to-wit: South 77 degrees 39 minutes West 70.37 feet to a point, South 24 degrees 33 minutes West 101.63 feet to a point, South 26 degrees 31 minutes West 101.69 feet to a point, South 23 degrees 28 minutes West 101.68 feet to a point, South 30 degrees 23 minutes West 101.74 feet to a point, South 32 degrees 28 minutes West 101.83 feet to a point, South 34 degrees 35 minutes West 101.68 feet to a point, South 36 degrees 05 minutes West 63.30 feet to a point marking the most Northern corner of said Mrs. Margaret Flenniken Flenniken tract; thence with said Northeastern line of said tract South 35 degrees 09 minutes East 638.30 feet to a point in the Northwestern right-of-way line of the Southern Railroad Company property; thence with said Railroad right-of-way line North 27 degrees 40 minutes East 763.3 feet to an iron pin, the place of BEGINNING.

Together with a right-of-way extending from the most Northern portion of the above described property Northeastwardly to Bridge Street and Maryville Pike, said right-of-way being bounded on the Northwest by the L & N Railroad Company right-of-way, on the Southeast by Lot No. 1 of the Joseph Lewis 1st Addition to Vestal and Bridge Street, said right-of-way being approximately 21 feet in width and some 100 feet in length, all as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

Tract 5

BEGINNING at a point on the northwest side of Knoxville and Augusta Railway, southeast corner of the property now owned by the American Agricultural Chemical Company; thence northeast alongside Knoxville and Augusta railway property 53 feet more or less to a stake; thence in a northwest direction 213.14 feet, parallel to the northeast line of the American Agricultural Chemical Company's property to a stake; thence southwest running parallel with the said Knoxville and Augusta railway, 50 feet to a stake; the southeast corner of Bridge Street (now Calab St.); thence southeast alongside line of said American Agricultural Chemical Co., 220.8 feet to the point of the BEGINNING. This being a part of the same property conveyed to Joseph Lewis, widower, by deed dated December 22, 1910, recorded in Book 246, page 240 of the Register's Office of Knox County, Tennessee.

This conveyance is made subject to a Southern Railway spur track across Tract 3; Easement for drainage ditches and water run-off in favor of the L & N Railroad Company and certain Restrictive Covenants applicable to Lots 14, 15, and 16, in the Joseph Lewis 1st Addition to Vestal.

EXHIBIT "A-1"

A tract of land located in Knox County, Tennessee, and being more fully described as follows:

★<sup>?</sup> An undivided one-fifth (1/5) interest in and to the following described property and premises, to-wit:

• SITUATED, LYING, AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, adjoining the last described tract herein on the Southwest, being known as a portion of the tract known on March 3, 1959, as the Mrs. Margaret Flenniken Flenniken tract, and being more particularly bounded and described, to-wit:

• BEGINNING at a point in the Northwestern right-of-way line of the Southern Railroad Company property, distant South 27 degrees 40 minutes West measured along said Railroad right-of-way line 763.3 feet from an iron pin marking the most Southern corner of Lot No. 11 of the Joseph Lewis 1st Addition to Vestal; thence North 35 degrees 02 minutes West 635.30 feet to a point in the Southeastern right-of-way line of the L & N Railroad Company property; thence with said Railroad Company right-of-way line the following chord calls and distances, to-wit: South 36 degrees 05 minutes West 38.38 feet, South 38 degrees 30 minutes West 101.86 feet, South 40 degrees 24 minutes West 119.76 feet to an iron pin marking the most Northern corner of Lot No. 6 of the Joseph Lewis 3rd Addition to Vestal; thence along the Northeastern line of said Addition South 36 degrees 43 minutes East 686.44 feet to an iron pin in the Northwestern right-of-way line of the Southern Railroad Company property; thence with said right-of-way line North 27 degrees 40 minutes East 260 feet to a point, the place of BEGINNING, as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

• This conveyance is made subject to right-of-way along the Southwest line of this tract of land.

EXHIBIT A-2

win  
city  
unlike  
SMS site

SITUATE in the 9th (formerly 3rd) Civil District of Knox County, Tennessee, within the 25th Ward of the City of Knoxville, and lying and being on the West side of the Maryville Pike and being a tract of 10 acres, more or less, and extending in a Westerly direction from said Maryville Pike to the Eastern right of way line of the L. & N. Railroad, and being more particularly described as follows:

BEGINNING at an Iron pin in the Western line of Maryville Pike, distant 599.5 feet, more or less, in a Southwesterly direction from the Southern line of Elma Street; now Candora Avenue, thence with the Western line of Maryville Pike, South 32 deg. 47 min. West, 73.05 feet, South 37 deg. 18 min. West, 480.4 feet to the Northern line of a 10-foot alley; thence with the line of said alley, two courses, North 52 deg. 42 min. West, 150 feet, South 37 deg. 18 min. West, 144.9 feet; thence North 53 deg. 22 min. West, 519.7 feet to the Eastern right of way line of the L. & N. Railroad; thence with said right of way line, the following courses: North 19 deg. 49 min. East, 146 feet; North 20 deg. 22 min. East, 97.6 feet; North 23 deg. 03 min. East, 207.73 feet; North 27 deg. 23 min. East, 108.5 feet, more or less, to the corner of tract conveyed to the Tennessee Asphalt Company in Deed Book 1398, page 67; thence with the line of said property, two calls and distances as follows: South 52 deg. 48 min. East, 470.96 feet to an Iron pin, and North 56 deg. 01 min. East, 118.76 feet to an iron pin; thence South 57 deg. 13 min. East, 169 feet to the place of BEGINNING.

BEING part of the same property conveyed to David Witherspoon, Inc., a Tennessee Corporation, by deed dated 27 December 1968 from Johnson Bible College, a Tennessee Corporation, of record in Deed Book 1397, page 976, in the Register's Office for Knox County, Tennessee.

THERE IS EXCEPTED from the property described above that portion conveyed to Tennessee Asphalt Company, 16 January 1969, in Deed Book 1398, page 67, in the Register's Office for Knox County, Tennessee.

In the event of fire or other loss or casualty which results in the payment of proceeds of said policy of insurance, the Beneficiary shall have the option of applying all or any portion of said proceeds against the indebtedness secured hereby. The First Party hereby agrees that the Beneficiary of the indebtedness or obligation secured hereby shall have, and he does hereby invest the Beneficiary with, the discretionary power to appoint a substitute trustee in case of death, removal, inability, absence, or refusal of the trustee herein named to comply with the provisions of this deed of trust, or for any other reason satisfactory to said beneficiary. Said designation or appointment of said substitute trustee shall be evidenced by a written instrument executed by the Beneficiary and recorded in the Register's Office in the county where the land lies, and upon such appointment and registration thereof, said substitute trustee shall be invested with all the powers and authority which are vested in the Second Party and shall be authorized to do and perform any act or acts delegated by this instrument to the trustee herein named. Such power may be exercised from time to time and more than once at the discretion of the Beneficiary herein. If the Beneficiary shall be named or designated as the trustee herein, or if no trustee shall be designated herein, the Beneficiary shall have the power and authority in the first instance to appoint and designate a trustee by a written instrument executed by the Beneficiary and recorded in the Register's Office in the county where the land lies.

The First Party further agrees that in case of any sale hereunder he will at once surrender possession of said property, and will from that moment become and be the tenant at will of the purchaser, and removable by process as upon forcible and unlawful detainer suit, hereby agreeing to pay the said purchaser the reasonable rental value of said premises after such sale.

It is agreed that the Beneficiary herein shall be at liberty to bid and buy at any sale of said property as any third person might. The Second Party shall announce entry of any bid as instructed by the Beneficiary. Any person having any interest in the property described above or obligated in any way upon the indebtedness secured hereby, any junior and inferior indebtedness which would be affected by any sale hereunder, or who owns any legal or beneficial interest in the property described above, shall be at liberty to bid and buy to his sole and own account free of any trust or obligation to account or convey to any other person whosoever.

Qualification and bond under the statute are hereby waived.

The designation of the parties to this instrument in the singular shall be applied to and include the plural and the use of the masculine pronoun shall likewise include the feminine and the neuter, as required. All references to parties shall include their heirs, executors, administrators, personal representatives, successors, and assigns and be binding thereon and accrue to the benefit thereof.

IN WITNESS WHEREOF, this instrument has been executed by the First Party, if an individual by his hand and seal, and if a corporation by its duly authorized officer pursuant to resolution of its Board of Directors.

ATTEST:

Gita C. Groover.....L.S.  
Secretary  
.....L.S.  
.....L.S.  
.....L.S.

David A. Witherspoon, Jr......L.S.  
Daniel E. Johnson.....L.S.  
David Witherspoon, Inc......L.S.  
By: [Signature].....L.S.

STATE OF TENNESSEE

County of Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, .....

David A. Witherspoon, Jr., and Daniel E. Johnson

....., the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in the aforesaid county, this 29 day of October, 1979.

My Commission expires 6-28-82

[Signature]  
Notary Public

STATE OF TENNESSEE

County of .....

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, .....

....., the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in the aforesaid county, this ..... day of ..... 19.....

My Commission expires .....

Notary Public

STATE OF TENNESSEE

County of KNOX

Before me, the undersigned authority, a Notary Public of the state and county aforesaid, personally appeared .....

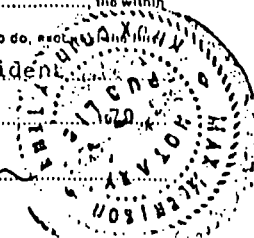
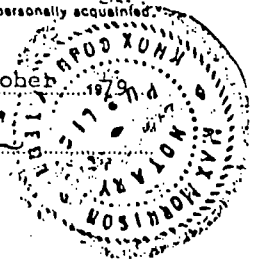
David A. Witherspoon, Jr......, with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of David Witherspoon, Inc.

named bargainor, a corporation, and that he as such President being authorized so to do, executed and acknowledged the within going instrument for the purpose therein contained by signing the name of the corporation by himself as President.

Witness my hand and seal at office, this 29 day of October, 1979.

My Commission expires 6-28-82

[Signature]  
Notary Public



This Instrument was Prepared  
by Charles E. Rader, Attorney  
427 Clinch Avenue, S.W.  
Knoxville, Tennessee 37902

RELEASE DEED

INSTRUMENT NO. 307860  
RECEIVED FOR  
RECORDING  
NOV 18 3 17 PM '88  
NOTE BOOK  
STEVE HALL

The undersigned, Jerry Sternberg, hereby declares that he is the true and lawful owner and holder of the note secured by Deed of Trust executed by David Witherspoon, Inc., David A. Witherspoon, Jr., and Daniel E. Johnson to P. Douglas Morrison, Trustee, dated the 28th day of September, 1979, and recorded in Trust Book 1892, page 1027 in the Office of the Register of Deeds for Knox County, Tennessee, to which instrument reference is hereby made. For a valuable consideration in hand paid, the undersigned does hereby make the following releases:

1. The undersigned does hereby release David Witherspoon, Inc., from all personal liability on said note which secures said Deed of Trust. Said note is more particularly described as a promissory note, dated September 28, 1979, in the original amount of \$450,000.00.

2. The undersigned hereby releases the lien of said Deed of Trust as to the property described below, but no further or otherwise. The property hereby released is particularly described as follows:

SITUATE in the 9th (formerly 3rd) Civil District of Knox County, Tennessee, within the 25th Ward of the City of Knoxville, and lying and being on the West side of the Maryville Pike and being a tract of 10 acres, more or less, and extending in a Westerly direction from said Maryville Pike to the Eastern right of way line of the L. & N. Railroad, and being more particularly described as follows:

BEGINNING at an iron pin in the Western line of Maryville Pike, distant 599.5 feet, more or less, in a Southwesterly direction from the Southern line of Elma Street, now Candora Avenue; thence with the Western line of Maryville Pike, South 32 deg. 47 min. West, 73.05 feet, South 37 deg. 18 min. West, 480.4 feet to the Northern line of a 10-foot alley; thence with the line of said alley, two courses, North 52 deg. 42 min. West, 150 feet, South 37 deg. 18 min. West, 144.9 feet; thence North 53 deg. 22 min. West, 519.7 feet to the Eastern right of way line of the L. & N. Railroad;

Releases  
Witherspoon Inc  
FR/Note &c

Releases Lien  
on parcel noted  
on Exhibit A-2



thence with said right of way line, the following courses: North 19 deg. 49 min. East, 146 feet; North 20 deg. 22 min. East, 97.6 feet; North 23 deg. 03 min. East, 207.73 feet; North 27 deg. 23 min. East, 108.5 feet, more or less, to the corner of tract conveyed to the Tennessee Asphalt Company in Deed Book 1398, page 67; thence with the line of said property, two calls and distances as follows: South 52 deg. 48 min. East, 470.96 feet to an iron pin, and North 56 deg. 01 min. East, 118.76 feet to an iron pin; thence South 57 deg. 13 min. East, 169 feet to the place of BEGINNING.

BEING part of the same property conveyed to David Witherspoon, Inc., a Tennessee Corporation, by deed dated 27 December 1968 from Johnson Bible College, a Tennessee Corporation, of record in Deed Book 1397, page 976, in the Register's Office for Knox County, Tennessee.

THERE IS EXCEPTED from the property described above that portion conveyed to Tennessee Asphalt Company, 16 January 1969, in Deed Book 1398, page 67, in the Register's Office for Knox County, Tennessee.

IN WITNESS WHEREOF, the undersigned has set his hand hereto on this 10th day of August, 1987.

Jerry Sternberg  
Jerry Sternberg

STATE OF North Carolina  
COUNTY OF Beaufort

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, the within named bargainer, Jerry Sternberg, with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in the State and County aforesaid, this 10th day of August, 1987.

Hilda Thelick  
Notary Public

My Commission expires:



BOOK 179 PAGE 1194

3736

RECEIVED FOR  
RECORDING  
KNOX COUNTY, TN  
JAN 24 3 20 PM '83  
STEVE HALL

This Instrument was Prepared By  
Charles E. Rader, Attorney  
709 Market St., Knoxville, Tenn.

# LEASE

THIS INDENTURE, made and entered into this 17 day of November, 1980, by and between David A. Witherspoon, Jr. and Daniel E. Johnson, of Knox County, Tennessee, hereinafter collectively referred to as Lessor, and Smokey Mountain Smelters, Inc., a Tennessee Corporation doing business in Knox County, Tennessee, hereinafter referred to as Lessee,

## W I T N E S S E T H:

For and in consideration of the rent reserved and of the other covenants and conditions herein contained to be kept and performed by the Lessee, the Lessor does hereby let, grant, and demise unto the Lessee for a term beginning December 20, 1979, and ending December 19, 1984, subject to the terms, conditions, reservations, covenants, and agreements hereinafter set forth, the following described property, to-wit:

*This seems  
to describe  
the tract in  
Ex. A-2  
which was  
encumbered but  
NOT IN WARRANTY  
deed.*

Located in the Ninth (9th) Civil District of Knox County, Tennessee, and within the Twenty-Fifth (25th) Ward of the City of Knoxville, Tennessee, being a portion, as hereafter described, of a building located at 1455 Maryville Pike, Knoxville, Tennessee, said building being located on a tract of land conveyed to the Lessors by deed from Jerry Sternberg, recorded in Deed Book 1691, Page 646, in the Office of the Register of Deeds for Knox County, Tennessee. ✓

The portion of said building which is leased hereby is the shaded area shown on the drawing attached hereto and marked Exhibit A hereto, the dimensions of said portion being 210 feet by 165 feet, having an area of approximately 34,650 square feet, WITH ACCESS TO RAILSIDING.

TO HAVE AND TO HOLD the aforesaid premises unto the Lessee for the term aforesaid, subject to the terms and conditions hereinafter stated, and Lessor covenants to keep Lessee in quiet and peaceful possession of said premises during said term, provided that Lessee shall pay the agreed rent and shall keep and perform the covenants and agreements hereinafter contained.

In consideration of the lease aforesaid, Lessee hereby contracts and agrees to pay rent for the aforesaid premises at

the rate of \$5000.00 per month, which shall be due and payable in advance on the 20th day of each month during the term of this lease; provided, that payment of the rent for the first three months of the lease period is provided for in a separate agreement executed by the parties.

The following additional stipulations and conditions are hereby agreed upon and declared to be a part of this lease, for the performance of which the parties hereby bind themselves;

1. No demand for rent need be made at any time by the Lessor, on the premises or elsewhere, but it shall be the duty of the Lessee to pay the rent herein stipulated, without demand. Said rent may be paid by check mailed or otherwise delivered to the place of business of David Witherspoon, Inc., 901 Old Maryville Pike, Knoxville, Tennessee, unless otherwise directed by the Lessor in writing.

2. This lease may not be assigned, nor may the leased premises be sublet without the written consent of Lessor, but in any event no assignment or sublease shall release Lessee from its legal obligation hereunder to pay the agreed rent.

3. The Lessee agrees to indemnify and save harmless the Lessor against all claims for loss, damages, or expenses arising out of any accident or injury to any persons or property occurring after Lessee takes possession of the leased premises, as a result of any condition thereof or as a result of any use thereof by Lessee; provided, that this paragraph shall not apply to any claim arising as a result of any condition which it shall be the duty of Lessor to repair, under the terms of this lease.

4. The Lessor or their agents shall have the right at all reasonable times to enter the leased premises and to inspect the same, or to show the same to prospective tenants or purchasers.

5. In the event that the Lessee shall fail to pay any monthly rental payment when the same is due, or in the event that it shall fail to fully keep and perform any of the other covenants, terms, or conditions in this lease contained, then in either

event the Lessor shall have the right to terminate this lease, at their option, provided that Lessor must first give Lessee fifteen (15) days written notice of intention to terminate this lease, and Lessee shall have the opportunity within such fifteen-day period of remedying such default. Such termination shall not operate in any way to excuse or relieve the Lessee from its liability for rent past due, or from liability for payment of any loss or damages which may be sustained by the Lessor as a result of Lessee's breach of this lease. Any notice required under this or any other paragraph of this lease, shall be considered as having been given when such notice is deposited in the U. S. Mail, postage prepaid, in an envelope addressed to Lessee at the leased premises. Upon the termination of this lease under the provisions of this paragraph, the Lessor or their agents may immediately enter upon the leased premises and take possession thereof and remove all persons and property therefrom, without waiving any rights to recover rent past due or damages sustained, as hereinbefore provided.

6. If the Lessee is adjudicated bankrupt, or if a receiver be appointed for its assets by any court of competent jurisdiction, or if without justification it cease to do business or abandon the leased premises before the expiration of this lease, then the Lessor may, at their option, terminate this lease as provided in the above Paragraph No. 5, and shall have all the other rights and remedies provided in said Paragraph No. 5.

7. Should the Lessee continue to occupy the leased premises at the expiration of this lease, or after the Lessor has exercised an option under any provision hereof to terminate this lease, then such tenancy, whether with or without the consent of the Lessor, shall be only from month to month, and in no event from year to year; provided, however, that such tenancy shall in all other respects be subject to the conditions and stipulations of this lease.

8. Should either party to this lease be forced to undertake

legal action to enforce any rights arising upon breach of any obligation of this lease by the other party, then the party committing such breach shall be obligated to pay the other party's reasonable attorney's fees.

9. If any provision of this lease be violated by the Lessee, either by non-payment of rent or otherwise, it is hereby specifically agreed that after such violation has occurred the Lessor may accept payments, either whole or partial, of rent due hereunder without such acceptance operating as a waiver of any right which would otherwise exist in the Lessor under the terms hereof.

10. Waiver of a breach of any provision of this lease shall not preclude either party from exercising any of the rights hereinbefore enumerated, as a remedy for the breach of any other and different provision hereof, or for a subsequent breach of the same provision.

11. During the term of this lease the Lessor shall be responsible for payment of all real estate taxes on the leased premises, and for all maintenance and repairs to the leased premises. Lessee shall be responsible for the expense of heat, lights, water and other utilities, and shall be obligated to leave the premises free from any bills for utilities services.

12. Lessee agrees that if any improvements and installations which it may make upon the leased premises result in an increase in either the County or the City tax assessments upon the leased premises, Lessee will pay to Lessor, as additional rent, at the end of each year during the term of this lease, an amount equal to the additional real estate tax, either State, County, or City, which Lessor shall be required to pay by reason of any such increased assessment.

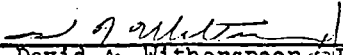
13. Lessee further agrees, that if any use which it may make of the leased premises results in an increase in the rate of hazard insurance premiums, Lessee will pay to Lessor, as additional rent, at the end of each year during the term of this lease, an amount equal to the additional premiums which Lessor shall be required to pay by reason of any such increase.

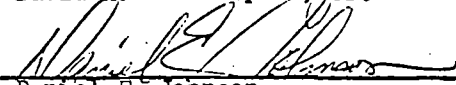
14. Notwithstanding the provisions of Paragraph No. 11 hereof, Lessee agrees to repair any damage to the leased premises which may result from Lessee's activities during the term of this lease, or from the removal of any fixtures or other installations which Lessee may have the right to remove at the expiration of this lease.

15. Lessee agrees that at the expiration of this lease, or at any time when a breach of the terms of this lease gives the Lessor the right to retake possession of the leased premises, the Lessor may bring legal action without the giving of any notice which might otherwise be required by law. Lessee further agrees that at any time after the expiration of the term of this lease, whether or not Lessee shall have held over as a tenant from month to month under the provisions of Paragraph No. 7 hereof, Lessor may bring legal action for possession of the leased premises immediately at the expiration of the last period for which Lessee may have paid rent, without the giving of any notice which might otherwise be required by law.

The foregoing is the full and complete agreement between the parties and there are no other agreements not herein expressed.

IN WITNESS WHEREOF, Lessors have set their hands hereto, and the corporate name of Lessee has been affixed hereto by a duly authorized officer, on the date first above written.

  
David A. Witherspoon, Jr.

  
Daniel E. Johnson

SMOKEY MOUNTAIN SMELTERS, INC.

By 

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me ALTO C. Groover, a Notary Public in and for the aforesaid State and County, the within named bargainors, David A. Witherspoon, Jr. and Daniel E. Johnson, with both of whom I am personally acquainted, who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Knoxville, Knox County, Tennessee, this 17 day of <sup>Jan</sup> November, <sup>1982</sup> 1980.

ALTO C. Groover  
Notary Public

My commission expires: 4-22-86

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me ALTO C. Groover, a Notary Public in and for the aforesaid State and County, Daniel E. Johnson, with whom I am personally acquainted, who upon oath acknowledged himself to be the President of Smokey Mountain Smelters, Inc., a corporation, the within named bargainor, and who upon oath further acknowledged that he as such Officer, being fully authorized so to do, executed the within instrument on behalf of said Smokey Mountain Smelters, Inc., by signing the corporate name thereto by himself as such President, for the purposes therein contained.

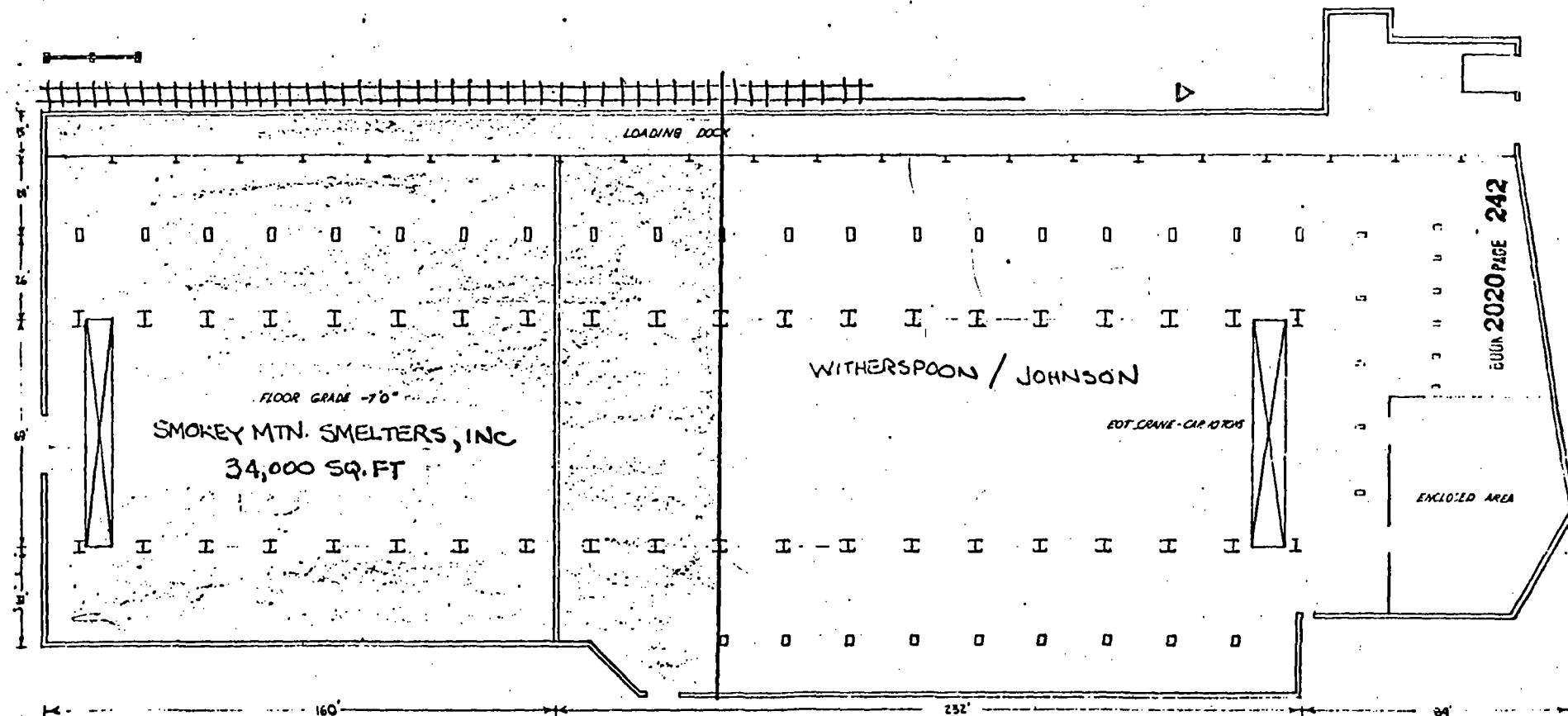
Witness my hand and official seal at office in Knoxville, Knox County, Tennessee, this 17 day of <sup>Jan</sup> November, <sup>1983</sup> 1982.

ALTO C. Groover  
Notary Public

My commission expires: 4-22-86



PROPERTY LOCATED @  
1455 MARYVILLE PIKE  
KNOXVILLE, TENNESSEE



EDUN 2020 PAGE 242



9737

INSTRUMENT NO.

This Instrument was Prepared By  
Charles E. Rader, Attorney  
709 Market St., Knoxville, Tenn.

01 • 2400  
A 21008  
52098

01-24-83  
7177

STEV

SOLE BOOK

JAN 21 1983

KNOX

RECEIVED FOR

## L E A S E

THIS INDENTURE, made and entered into this 1 day of October, 1982, by and between David A. Witherspoon, and Daniel E. Johnson, of Knox County, Tennessee, hereinafter collectively referred to as Lessor, and Rotary Furnace, Inc., a Tennessee Corporation doing business in Knox County, Tennessee, hereinafter referred to as Lessee,

## W I T N E S S E T H:

For and in consideration of the rent reserved and of the other covenants and conditions herein contained to be kept and performed by the Lessee, the Lessor does hereby let, grant, and demise unto the Lessee for a term beginning November 1, 1982, and ending October 31, 1987, subject to the terms, conditions, reservations, covenants, and agreements hereinafter set forth, the following described property, to-wit:

Located in the Ninth (9th) Civil District of Knox County, Tennessee, and within the Twenty-Fifth (25th) Ward of the City of Knoxville, Tennessee, being a portion as hereafter described, of a building located at 1455 Maryville Pike, Knoxville, Tennessee, said building being located on a tract of land conveyed to the Lessors by deed from Jerry Sternberg, recorded in Deed Book 1691, page 646, in the Office of the Register of Deeds for Knox County, Tennessee.

The portion of said building which is leased hereby is immediately adjoining the portion of said building heretofore leased to Smokey Mountain Smelters, Inc. Said portion is a rectangle 134 feet by 108 feet plus the adjoining baghouse area. The total square footage including the baghouse area, is approximately 15,000 square feet. Reference is made to the drawing attached hereto and marked Exhibit "A" hereto, which the parties agree shall be considered to be a part of this Lease.

TO HAVE AND TO HOLD the aforesaid premises unto the Lessee for the term aforesaid, subject to the terms and conditions hereinafter stated, and Lessor covenants to keep Lessee in quiet and peaceful possession of said premises during said term, provided that Lessee shall pay the agreed rent and shall keep and perform the covenants and agreements hereinafter contained.

In consideration of the lease aforesaid, Lessee hereby contracts and agrees to pay rent for the aforesaid premises at the rate of \$2,350.00 per month, plus adjustments for rent and hazard insurance premiums which shall be made annually, beginning November 1, 1983, as hereafter provided. All rentals shall be due and payable monthly on the first day of each month during the term of this lease. On November 1, 1983, and on the first day of November in each succeeding year so long as this lease remains in force, the monthly rental will be adjusted to cover any increase or decrease in the annual real estate taxes or hazard insurance premiums on the leased premises. The amount added to or subtracted from the rent shall be the same proportion of the total increase or decrease on the entire property, as the square footage leased bears to the total of the property.

The following additional stipulations and conditions are hereby agreed upon and declared to be a part of this lease, for the performance of which the parties hereby bind themselves;

1. No demand for rent need be made at any time by the Lessor, on the premises or elsewhere, but it shall be the duty of the Lessee to pay the rent herein stipulated, without demand. Said rent may be paid by check mailed or otherwise delivered to the place of business of David Witherspoon, Inc., 901 Old Maryville Pike, Knoxville, Tennessee, unless otherwise directed by the Lessor in writing.

2. This lease may not be assigned, nor may the leased premises be sublet without the written consent of Lessor, but in any event no assignment or sublease shall release Lessee from its legal obligation hereunder to pay the agreed rent.

3. The Lessee agrees to indemnify and save harmless the Lessor against all claims for loss, damages, or expenses arising out of any accident or injury to any persons or property occurring after Lessee takes possession of the leased premises, as a result of any condition thereof or as a result of any use thereof by Lessee; provided, that this paragraph shall not apply to any claim arising as a result of any condition

which it shall be the duty of Lessor to repair, under the terms of this lease.

4. The Lessor or their agents shall have the right at all reasonable times to enter the leased premises and to inspect the same, or to show the same to prospective tenants or purchasers.

5. In the event that the Lessee shall fail to pay any monthly rental payment when the same is due, or in the event that it shall fail to fully keep and perform any of the other covenants, terms, or conditions in this lease contained, then in either event the Lessor shall have the right to terminate this lease, at their option, provided that Lessor must first give Lessee fifteen (15) days written notice of intention to terminate this lease, and Lessee shall have the opportunity within such fifteen-day period of remedying such default. Such termination shall not operate in any way to excuse or relieve the Lessee from its liability for rent past due, or from liability for payment of any loss or damages which may be sustained by the Lessor as a result of Lessee's breach of this lease. Any notice required under this or any other paragraph of this lease, shall be considered as having been given when such notice is deposited in the U. S. Mail, postage prepaid, in an envelope addressed to Lessee at the leased premises. Upon the termination of this lease under the provisions of this paragraph, the Lessor or their agents may immediately enter upon the leased premises and take possession thereof and remove all persons and property therefrom, without waiving any rights to recover rent past due or damages sustained, as hereinbefore provided.

6. If the Lessee is adjudicated bankrupt, or if a receiver be appointed for its assets by any court of competent jurisdiction, or if without justification it cease to do business or abandon the leased premises before the expiration of this lease, then the Lessor may, at their option, terminate this lease as provided in the above Paragraph No. 5, and shall have

all the other rights and remedies provided in said Paragraph No. 5.

7. Should the Lessee continue to occupy the leased premises at the expiration of this lease, or after the Lessor has exercised an option under any provision hereof to terminate this lease, then such tenancy, whether with or without the consent of the Lessor, shall be only from month to month, and in no event from year to year; provided, however, that such tenancy shall in all other respects be subject to the conditions and stipulations of this lease.

8. Should either party to this lease be forced to undertake legal action to enforce any rights arising upon breach of any obligation of this lease by the other party, then the party committing such breach shall be obligated to pay the other party's reasonable attorney's fees.

9. If any provision of this lease be violated by the Lessee, either by non-payment of rent or otherwise, it is hereby specifically agreed that after such violation has occurred the Lessor may accept payments, either whole or partial, of rent due hereunder without such acceptance operating as a waiver of any right which would otherwise exist in the Lessor under the terms hereof.

10. Waiver of a breach of any provision of this lease shall not preclude either party from exercising any of the rights hereinbefore enumerated, as a remedy for the breach of any other different provision hereof, or for a subsequent breach of the same provision.

11. During the term of this lease the Lessor shall be responsible for payment of all real estate taxes on the leased premises, and for all maintenance and repairs to the leased premises. Lessee shall be responsible for the expense of heat, lights, water and other utilities, and shall be obligated to leave the premises free from any bills for utilities services.

12. Lessee agrees that if any improvements and installations which it may make upon the leased premises result in an increase in either the County or the City tax assessments upon the leased premises, Lessee will pay to Lessor, as additional rent, at the end of each year during the term of this lease, an amount equal to the additional real estate tax, either State, County, or City, which Lessor shall be required to pay by reason of any such increased assessment.

13. Lessee further agrees, that if any use which it may make of the leased premises results in an increase in the rate of hazard insurance premiums, Lessee will pay to Lessor, as additional rent, at the end of each year during the term of this lease, an amount equal to the additional premiums which Lessor shall be required to pay by reason of any such increase.

14. It is contemplated that the Lessee will install a rotary furnace and related baghouse on the leased premises, and it is agreed that said furnace, baghouse, and any other machinery or business fixtures installed by Lessee, shall remain personal property of the Lessee, and may be removed by the Lessee at the expiration of this lease or any renewal hereof; provided, that any such removal shall be at Lessee's sole expense, and that in addition to the expense of removal, Lessee will compensate Lessor for any damage caused by such removal. If Lessee elects not to remove said furnace, baghouse, or any other fixtures installed by it, Lessor shall have the right, at their option, to require removal, and to be compensated for any damage done by such removal.

15. Notwithstanding the provisions of Paragraph No. 11 hereof, Lessee agrees to repair any damage to the leased premises which may result from Lessee's activities during the term of this lease, or from the removal of any fixtures or other installations which Lessee may have the right to remove at the expiration of this lease.

16. Lessee agrees that at the expiration of this lease, or at any time when a breach of the terms of this lease gives

the Lessor the right to retake possession of the leased premises, the Lessor may bring legal action without the giving of any notice which might otherwise be required by law. Lessee further agrees that at any time after the expiration of the term of this lease, whether or not Lessee shall have held over as a tenant from month to month under the provisions of Paragraph No. 7 hereof, Lessor may bring legal action for possession of the leased premises immediately at the expiration of the last period for which Lessee may have paid rent, without the giving of any notice which might otherwise be required by law.

17. Lessor agrees to make available a place designated by it, but reasonably adjacent to the leased premises where Lessee may bury the sludge generated by the operation of its rotary furnace.

18. Lessee shall have the option to renew this lease for Five(5) additional years after October 31, 1987, upon the express conditions that Lessee must give Lessor written notice of its desire to renew on or before August 31, 1987, and the rent for the renewal period shall be determined by the inflation occurring between the date of this agreement and the expiration of the original Five-Year term.

19. The foregoing is the full and complete agreement between the parties relating to the subject matter hereof. There are no other agreements relating thereto, either oral or written. No change or amendment of this lease shall be valid unless in writing, and signed by the parties or their duly authorized agents or officers.

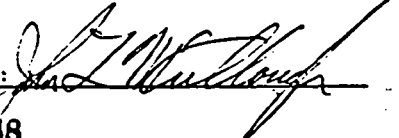
The execution of this Lease on behalf of Lessee has been authorized by the Board of Directors of Rotary Furnace, Inc.

IN WITNESS WHEREOF, Lessors have set their hands hereto, and the corporate name of Lessee has been affixed hereto by a duly authorized officer, on the date first above written.

  
David A. Witherspoon, Jr.

  
Daniel E. Johnson

ROTARY FURNACE, INC.

By: 

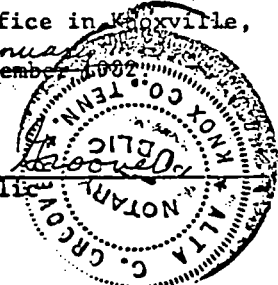
STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, Alta C. Groover,  
a Notary Public in and for the aforesaid State and County,  
the within named bargainors, David A. Witherspoon, Jr. and  
Daniel E. Johnson, with both of whom I am personally acquainted,  
who acknowledged that they executed the within instrument for  
the purposes therein contained.

Witness my hand and official seal at office in Knoxville,  
Knox County, Tennessee, this 17 day of January, 1982

Alta C. Groover  
Notary Public



My commission expires: 4-22-86

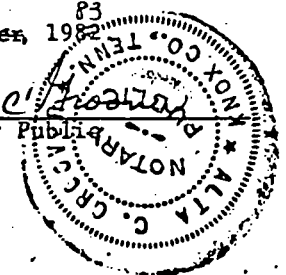
STATE OF TENNESSEE

COUNTY OF KNOX

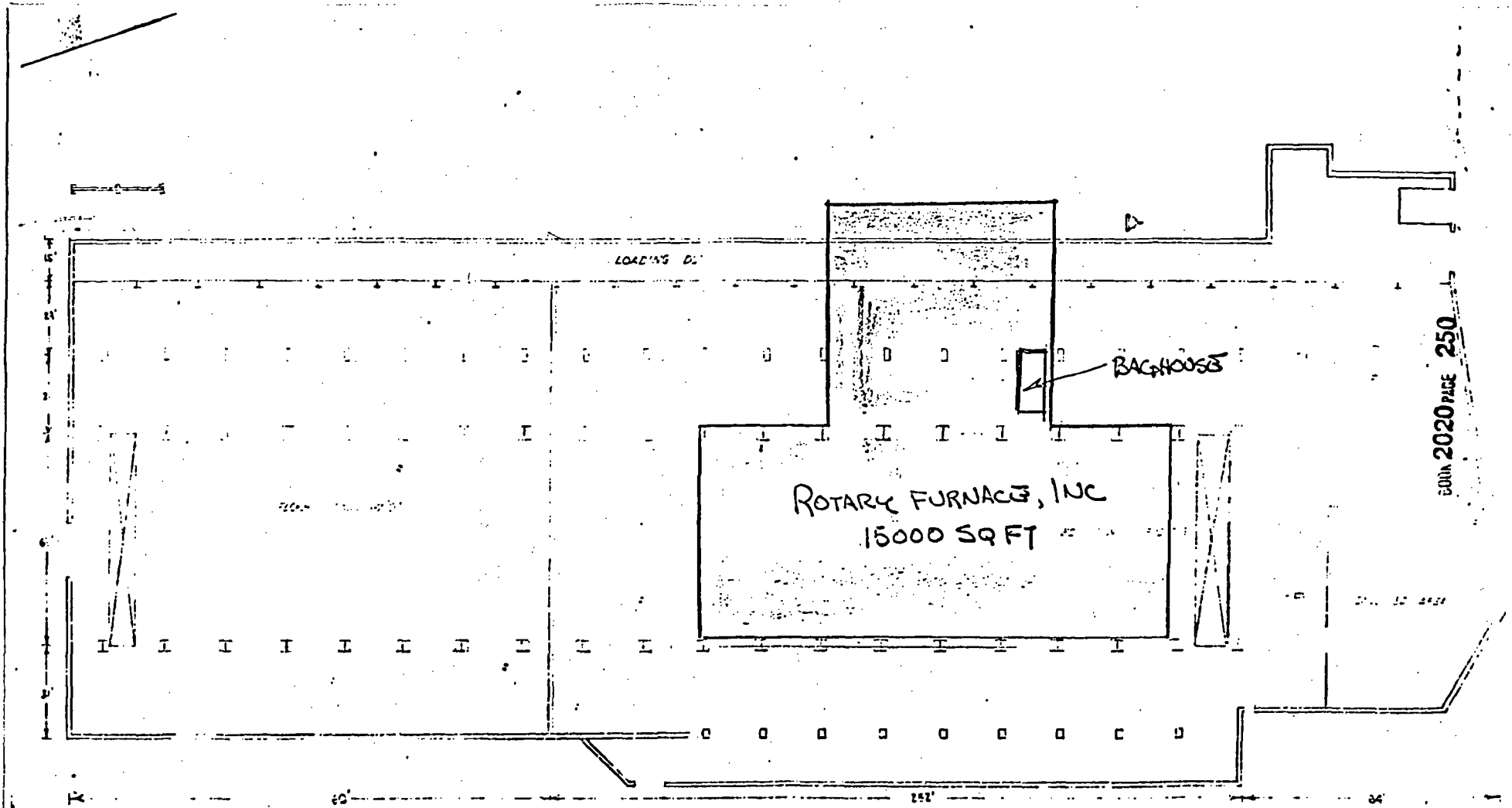
Personally appeared before me Alta C. Groover,  
a Notary Public in and for the aforesaid State and County,  
John L. McCullough, with whom I am personally  
acquainted, who upon oath acknowledged himself to be the  
President of Rotary Furnace, Inc., a corporation,  
the within named bargainor, and who upon oath further acknow-  
ledged that he as such Officer, being fully  
authorized so to do, executed the within instrument on behalf  
of said Rotary Furnace, Inc., by signing the corporate name  
thereto by himself as such President, for the purposes  
therein contained.

Witness my hand and official seal at office in Knoxville,  
Knox County, Tennessee, this 19 day of January, 1982

Alta C. Groover  
Notary Public



My commission expires: 4-22-86





DEED OF TRUST, ASSIGNMENT OF RENTS  
THIS INSTRUMENT WAS VERIFIED BY AND SECURITY AGREEMENT

*Bob Talbott*  
NOTAR

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT made this 13<sup>th</sup> day of August, 1972, by and among David A. Witherspoon, Jr. and Daniel E. Johnson, as tenants in common (collectively the "Grantor"), and Robert S. Talbott, TRUSTEE ("Trustee"), and City & County Bank of Knox County ("Beneficiary");

W I T N E S S E T H:

FOR AND IN CONSIDERATION of One Dollar (\$1.00) to it paid, the receipt of which is hereby acknowledged, and the other considerations hereinafter mentioned, the Grantor has this day bargained and sold, and does hereby transfer and convey, to Trustee, and his successors in trust, certain property (the "property" or "premises") in the State of Tennessee, more particularly described as follows, to-wit:

(See Exhibit A attached hereto and made a part hereof)\*

\*2400

\*24005

TOGETHER with, if any, all buildings, structures and other improvements situated on the property, and all personal property used in connection with the property, including but not limited, to all machinery, apparatus, mining and other equipment, fittings, fixtures, electrical equipment, heating equipment, ventilating equipment, plumbing fixtures, appliances, furniture and furnishings used in any commercial, institutional or industrial facility, together with all building materials and equipment now or hereafter delivered to the property and installed or intended to be installed therein;

Together with, all rents, issues, profits, royalties, income and other benefits derived from the property (collectively the "Rents"), subject to the rights power and authority hereinafter given to the Grantor with respect to the Rents;

Together with, all leasehold estate, right, title, and interest of Grantor in and to all leases and subleases affecting all or any portion of the property.

TO HAVE AND TO HOLD said property to the said Trustee and his successors in trust, forever. The Grantor covenants that it is lawfully seized in fee simple of the said property, has a good right to convey the same and that the same is unencumbered except for the lien of current ad valorem real property taxes and the lien of that certain deed of trust recorded in Trust Book 1842, page 1027, of the Registers' Office for Knox County, Tennessee, and easements and restrictions of record. The Grantor further covenants and binds itself, its agents, heirs, executors, administrators, representatives, successors and assigns, to warrant and defend the title to said property to the said Trustee, or his successors in trust, and his assigns forever, against the lawful claims of all persons whomsoever.

But this conveyance is made IN TRUST to secure the full, prompt and final payment of an indebtedness for borrowed money evidenced by a certain Promissory Note (the "Note") of even date herewith, executed by Rotary Furnace, Inc. (the "Borrower") and guaranteed by Grantor pursuant to guaranty agreements (collectively the "Guaranty") of even date herewith, in the principal amount of Eighty Thousand Dollars (\$80,000), with interest thereon from date at the rate set forth in the Note, payable to the order of Beneficiary at its office in Knoxville, Tennessee.

STEVE HALL

RECEIVED FOR  
RECORDING  
KNOX CO. TN  
JUL 19 3 07 PM '82

See Rel. Bk. 170-290

This instrument is to secure the Note, the Guaranty, principal and interest, and any extensions, modifications, and/or renewals thereof, and notes given in payment of principal or interest, and all attorney's fees, court costs, and expenses of whatever kind incident to the collection of said indebtedness and/or the enforcement and/or protection of the lien of this conveyance including but not limited to any and all advances made by Beneficiary to protect or preserve the Premises of the lien created hereby on the Premises, or for taxes or insurance premiums as hereinafter provided, or for any additional amounts which Grantor is required to pay hereunder, or which may be advanced by Beneficiary hereunder.

In addition to the indebtedness specifically mentioned above (i.e., all of the indebtedness secured hereby), and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover other future and additional borrowings in excess thereof as may be made to the Borrower and/or the Grantor by the Beneficiary, and other amounts provided hereunder or under the Note. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the Borrower and/or the Grantor to the Beneficiary whether now existing or hereafter arising at any time before the actual cancellation of this instrument on the public records of mortgages and deeds of trust. (All of the above sometimes collectively referred to herein as the "Secured Indebtedness").

This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as enacted in Tennessee for any of the goods specified above as part of the above described property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code as enacted in Tennessee, and Grantor hereby grants Beneficiary a security interest in said goods. Grantor shall pay all costs of filing such statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Grantor shall not create or suffer to be created pursuant to the Uniform Commercial Code as enacted in Tennessee any other security interest in said goods, including replacements and additions thereto. Upon Grantor's breach of any covenant or agreement of Grantor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code as enacted in Tennessee and, at Beneficiary's option, may also invoke the remedies provided hereunder or under any instrument executed in connection herewith.

Grantor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the property, including without limitation all sums due to Grantor under existing or future agreements for the purpose of maintaining and operating the property or any portion thereof or facilitating business thereon, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Grantor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Grantor or Beneficiary, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Grantor shall have the privilege to collect such rents, issues and profits (but not more than one month in advance) until such privilege is revoked in writing by Beneficiary and such privilege shall be deemed revoked without notice upon the occurrence of an event of default under the Note, the Guaranty, or any instrument executed in connection therewith. The assignment of the rents,

issues and profits of the property is intended to be an absolute assignment from Grantor to Beneficiary and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Grantor to Beneficiary, subject only to the revocable privilege granted to Grantor herein set forth.

Now, if Borrower and/or Grantor shall pay the sum(s) aforesaid when due, according to the terms of said note(s) and/or any and all renewals and extensions thereof, and any other debt or debts herein secured, then this conveyance is to be of no further force or effect. But, in event of Borrower and/or Grantor's failure to discharge fully and promptly each and every provision and obligation of the Note, the Guaranty and every other debt or debts herein secured, and of this Deed of Trust, the entire debt or debts and all obligations secured hereby shall, at the option of the holder, become immediately due and collectible without notice, and the Trustee is hereby authorized to advertise the property above described at least three (3) different times in some newspaper published in the county where the sale is to be made, the first publication to be at least twenty (20) days previous to the sale, giving the names of the parties interested, describing the land in brief terms and mentioning the time, date and place of sale, or as otherwise provided by law; and to sell said property within the legal hours of sale at public outcry to the highest and best bidder for cash and in bar of all equities of redemption, homestead, dower and all other rights and exemptions of every kind, all of which are hereby expressly waived. The said Trustee, or his successor in trust, is authorized to make a deed to the purchaser(s). The Beneficiary may bid at any sale under this conveyance. The Grantor agrees that the Trustee may, at any time after default in any of the provisions or terms of this Deed of Trust, enter and take possession of said property and shall account for any net rents received by him.

The Grantor agrees to keep all buildings on said property insured in some reliable fire insurance companies in such amounts as may be from time to time be specified by the Beneficiary, and in an amount at least equal to the secured indebtedness, until the total sum herein secured is fully paid, and to have any loss made payable on the policy to the Beneficiary, and all insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary; and also agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments, and to pay them when due and to promptly deliver the official receipts therefor to the Beneficiary, and in case the Grantor fails to do either, then the Trustee, or the Beneficiary herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured. No liens or other encumbrances, other than those existing at the date of recordation of this instrument, shall be permitted to attach to the above described property, nor shall the Grantor take any action, or refrain from taking any action, which shall impair or adversely affect the value of the above described property.

Should the Trustee herein, or the Beneficiary hereof, or both, be made a party to any suit at law or in equity involving the premises herein conveyed, said Trustee and/or said Beneficiary, or their successors and/or assigns, shall be allowed reasonable expenses, charges and attorney's fees on account of such proceedings, and the same shall be a further charge and a lien upon said premises and shall be enforced in the same manner as the principal obligation secured by this Deed of Trust, and the Beneficiary hereof is expressly authorized to add said charges and fees to the balance of the indebtedness secured hereby.

In case the Grantor of this Deed of Trust should desire to sell, convey, transfer, encumber or otherwise dispose of its interest in any of the real estate herein described, subject to

this Deed of Trust, the Grantor agrees that it shall not take any of such actions unless the owner or holder of the debt(s) herein secured shall first agree to such action in writing; and, in case such an action is taken without the prior written consent of said owner or holder, the entire debt or debts and all other obligations herein secured shall become immediately in default and due and collectible by sale under this Deed of Trust, without notice, at the sole option of any owner or holder of same.

In case any Grantor of this Deed of Trust, or any one of the makers or sureties of the debt or debts herein secured, shall become a principal party to any bankruptcy or other insolvency proceeding, the entire debt or debts and all other obligations herein secured shall become immediately in default and due and collectible by sale under this Deed of Trust, without notice, at the sole option of any owner or holder of same.

In case of sale and/or any default under this Deed of Trust, the proceeds collected from any sale of the above described property shall be applied by the Trustee as follows:

First - To pay all costs, fees and charges in connection with this trust, including reasonable attorney's fees (which shall not be less than 15% of the then outstanding indebtedness), and the expenses of any litigation and/or other matters which may arise relative to the execution, enforcement and/or protection of this trust and the debt or debts secured by same, including, without limitation, any taxes, liens or prior encumbrances of any nature whatsoever.

Second - To pay the debt or debts secured hereby, or any balance or balances thereof then remaining unpaid, applying such proceeds to payment first of interest and then to principal.

Third - The residue to be paid to Grantor or its order, or the persons legally entitled thereto.

At any time and with or without cause, the owner or holder of the debts herein secured is hereby authorized to name and appoint a Successor-Trustee to execute this trust, and the title herein conveyed to the Trustee herein named shall be vested in said successor. Any such appointment shall be recorded in the Office of the Register of Deeds for the county in which the above described property is located.

The Trustee or his successor hereunder is hereby authorized and empowered to designate an agent or attorney to perform any and all duties and obligations and to exercise all rights granted to the Trustee hereunder, including, without limitation, the right and power to conduct any sale with or without the Trustee's or successor's presence at same.

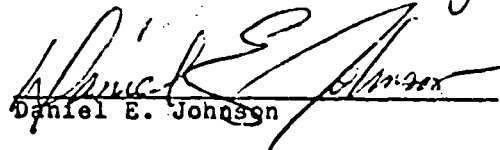
In the event of a sale of said property under and by virtue of this trust, then the said Grantor and all persons holding under it shall be and become the tenant at will of the purchaser(s) of the same, from and after the execution and delivery of a deed to such purchaser(s), said tenancy to be determined at the option of said purchaser(s).

The designation of the parties in this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and the use of any pronoun herein shall include the masculine, feminine and neuter genders.

The undersigned acknowledge they have executed this instrument as an inducement for the Beneficiary to loan to the Borrower the sums evidenced by the Note. The property encumbered by this instrument is commercial property.

This 13<sup>th</sup> day of August, 1982.

  
David A. Witherspoon, Jr.

  
Daniel E. Johnson

STATE OF TENNESSEE  
COUNTY OF KNOX

On this 13<sup>th</sup> day of August, 1982, before me personally appeared David A. Witherspoon and Daniel E. Johnson, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and notarial seal at office in said county and state this 13<sup>th</sup> day of August, 1982.

Penner K.C. Hinkle  
Notary Public

My commission expires: 9-30-85



# EXHIBIT A

Tracts of land located in Knox County, Tennessee, and being more fully described as follows:

## Tract 1:

The following described property and premises, to-wit:

SITUATED, LYING AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lots 1, 10, 11, and 12 in the JOSEPH LEWIS 1ST ADDITION TO VESTAL as shown by Map of said Addition of record in Map Book 7 at Page 99 in the Register's Office of Knox County, Tennessee, all of said lots being more particularly bounded and described as shown on the map of said Addition aforesaid, to which Map reference is made for more particular description of said lots and as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date of October 23, 1958.

## Tract 2:

The following described property and premises to-wit:

SITUATED, LYING, AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lots No. 14 and 15 and the greater portion of Lot No. 16 in the JOSEPH LEWIS 1ST ADDITION TO VESTAL as shown by Map of said Addition of record in Map Book 7 at Page 99 in the Register's Office of Knox County, Tennessee, said lots and portion of lot lying adjacent forming one boundary situated and being on the Southeastern side of Lewis Avenue, having a combined frontage of 140 feet thereon and being more particularly bounded and described as follows to-wit:

BEGINNING at an iron pin in the Southeastern line of Lewis Avenue distant in a Northeasterly direction 50 feet from the point of intersection of the Southeastern line of Lewis Avenue with the Northeastern line of Bridge Street, extended to its point of intersection with said Southeastern line of Lewis Avenue, said point of beginning marking common corner to Lots No. 13 and 14 in said Addition; thence in a Northeasterly direction along the Southeastern line of Lewis Avenue 140 feet to an iron pin; thence in a Southeasterly direction on a line parallel with the common dividing line between Lots No. 16 and 17 and distant 10 feet Southwestwardly therefrom 191.72 feet to a cut in concrete in the Northwestern right-of-way line of the Southern Railroad; thence with said Railroad right-of-way line Southwestwardly 146.4 feet to an iron pin marking common corner to Lots No. 13 and 14; thence in a Northwesterly direction along the common dividing line between Lots No. 13 and 14, 212.2 feet to an iron pin in the Southeastern line of Lewis Avenue, the place of BEGINNING, as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

## Tract 3:

The following described property and premises to-wit:

SITUATED, LYING, AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being generally bounded as follows: on the Northeast by the Joseph Lewis 1st Addition to Vestal, on the Southeast by the right-of-way of the Southern Railroad Company, on the Northwest by the right-of-way of the L & N Railroad Company and on the Southwest by property known, on March 3, 1959 as the Mrs. Margaret Flenniken Flenniken tract, said property being more particularly bounded and described to-wit:

BEGINNING at an iron pin in the Northwestern line of the Southern Railroad Company property, said point of beginning marking the most Southern corner of Lot No. 11 of the Joseph Lewis 1st Addition to Vestal; thence North 36 degrees West along the Southwestern line of said Addition and continuing along the Southwestern line of a driveway hereinafter described, a total distance of 603.46 feet to a point in the Southeastern right-of-way line of the L & N Railroad Company property; thence with said Railroad property the following chord calls and distances, to-wit: South 22 degrees 37 minutes West 70.37 feet to a point, South 24 degrees 33 minutes West 101.63 feet to a point, South 26 degrees 31 minutes West 101.67 feet to a point, South 28 degrees 20 minutes West 101.60 feet to a point, South 30 degrees 23 minutes West 101.74 feet to a point, South 32 degrees 20 minutes West 101.83 feet to a point, South 34 degrees 35 minutes West 101.65 feet to a point, South 36 degrees 05 minutes West 62.50 feet to a point marking the most Northern corner of said Mrs. Margaret Flenniken Flenniken tract; thence with said Northeastern line of said tract South 35 degrees 07 minutes East 630.30 feet to a point in the Northwestern right-of-way line of the Southern Railroad Company property; thence with said Railroad right-of-way line North 27 degrees 40 minutes East 763.3 feet to an iron pin, the place of BEGINNING.

Together with a right-of-way extending from the most Northern portion of the above described property Northeastwardly to Bridge Street and Maryville Pike, said right-of-way being bounded on the Northwest by the L & N Railroad Company right-of-way, on the Southeast by lot No. 1 of the Joseph Lewis 1st Addition to Vestal and Bridge Street, said right-of-way being approximately 21 feet in width and some 100 feet in length, all as shown by survey of W. E. Lock, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

5 Tract 0

BEGINNING at a point on the northwest side of Knoxville and Augusta Railway, southeast corner of the property now owned by the American Agricultural Chemical Company; thence northenit alongside Knoxville and Augusta railway property 53 feet more or less to a stake; thence in a northwest direction 213.14 feet, parallel to the northeast line of the American Agricultural Chemical Company's property to a stake; thence southwest running parallel with the said Knoxville and Augusta railway, 50 feet to a stake; thence southeast corner of Bridge Street (now Colab St.); thence southeast alongside line of said American Agricultural Chemical Co., 220.8 feet to the point of the BEGINNING. This being a part of the same property conveyed to Joseph Lewis, widower, by deed dated December 22, 1910, recorded in Book 246, page 240 of the Register's Office of Knox County, Tennessee.

This conveyance is made subject to a Southern Railway spur track across Tract 3; Easement for drainage ditches and water run-off in favor of the L & N Railroad Company and certain Restrictive Covenants applicable to Lots 14, 15, and 16, in the Joseph Lewis 1st Addition to Vestal.

Tract 5

A-1

A tract of land located in Knox County, Tennessee, and being more fully described as follows:

An undivided one-fifth (1/5) interest in and to the following described property and premises, to-wit:

- SITUATED, LYING, AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, adjoining the last described tract herein on the Southwest, being known as a portion of the tract known on March 3, 1959, as the Mrs. Margaret Flenniken Flenniken tract, and being more particularly bounded and described, to-wit:

BEGINNING at a point in the Northwestern right-of-way line of the Southern Railroad Company property, distant South 27 degrees 40 minutes West measured along said Railroad right-of-way line 763.3 feet from an iron pin marking the most Southern corner of Lot No. 11 of the Joseph Lewis 1st Addition to Vestal; thence North 35 degrees 09 minutes West 635.30 feet to a point in the Southeastern right-of-way line of the L & N Railroad Company property; thence with said Railroad Company right-of-way line the following chord calls and distances, to-wit: South 36 degrees 05 minutes West 38.38 feet, South 39 degrees 30 minutes West 101.86 feet, South 40 degrees 24 minutes West 117.76 feet to an iron pin marking the most Northern corner of Lot No. 6 of the Joseph Lewis 3rd Addition to Vestal; thence along the Northeastern line of said Addition South 36 degrees 43 minutes East 626.44 feet to an iron pin in the Northwestern right-of-way line of the Southern Railroad Company property; thence with said right-of-way line North 27 degrees 40 minutes East 260 feet to a point, the place of BEGINNING, as shown by survey of W. E. Lock, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

This conveyance is made subject to right-of-way along the Southwest line of this tract of land.

Being the same property conveyed to David A. Witherspoon, Jr. and Daniel E. Johnson by Warranty Deed dated Sept. 28, 1979, recorded in Deed Book 1691, page 646, of the Register of Deeds' Office for Knox County, Tennessee.



THIS INDENTURE, made this 25TH. day of MAY

A. D. 1984

QUIT CLAIM DEED 1984  
ALL TRACTS FROM 1979 DEED  
PRICE probably \$180,000

between DAVID A. WITHERSPOON, JR. OF KNOX COUNTY  
in the State of

TENNESSEE

of the first

part, and DANIEL E. JOHNSON

of KNOX COUNTY, TENNESSEE  
01\* +1200  
08\* +15400  
of the second part. 09\* +050

WITNESSETH: That the said party of the first part, for and in consideration of the sum of

ONE (\$1.00) DOLLAR and other good and valuable consideration +168508

to him in hand paid by the said party of the second part, the receipt of which is hereby

acknowledged.

06-12-84  
# 7.177

I certify that the consideration has been paid.  
Witness my hand this

Notary

COUNTERSIGNED

JUN 12 1984

Clerk Fee

JUN 12 1984  
PAUL M. (Fetkoy) STRADER  
KNOX COUNTY  
REGISTER OF DEEDS

REGISTER OF DEEDS

RECORDED FOR  
JUN 12 1 45 PM '84  
NOTARY BOB  
STEVE HALL

has bargained, sold, remised, released, and QUIT-CLAIMED, and does

hereby bargain, sell

remit, release, and QUIT-CLAIM unto the said party of the second part.

the following described premises, to wit, situated in District No. Nine of Knox County, TN

Tract 1: The following described property and premises, to wit,

SITUATED, LYING AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lots 1, 10, 11 and 12 in the JOSEPH LEWIS 1ST ADDITION TO VESTAL as shown by Map of said Addition of record in Map Book 7 at Page 99 in the Register's Office of Knox County, Tennessee, all of said lots being more particularly bounded and described as shown on the map of said Addition aforesaid, to which Map reference is made for more particular description of said lots and as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date of October 23, 1958.

Tract 2: The following described property and premises, to wit,

SITUATED, LYING AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lots No 14 and 15 and the greater portion of Lot No. 16 in JOSEPH LEWIS 1ST ADDITION TO VESTAL as shown by Map of said Addition of record in Map Book 7 at Page 99 in the Register's Office of Knox County, Tennessee, said lots and portion of lot lying adjacent forming one boundary situated and being on the Southeastern side of Lewis Avenue, having a combined frontage of 140 feet thereon and being more particularly bounded and described as follows to-wit:

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BEGINNING at an iron pin in the Southeastern line of Lewis Avenue distant in a Northeasterly direction 50 feet from the point of intersection of the Southwestern line of Lewis Avenue with the Northeastern line of Bridge Street, extended to it's point of intersection with said South eastern line of Lewis Avenue, said point of beginning making common corner to Lots 14, 15

and 14 in said Addition; thence in a Northeasterly direction along the Southeastern line of Lewis Avenue 140 feet to an iron pin; thence in a Southeasterly direction on a line parallel with the common dividing line between Lots No. 16 and 17 and distant 10 feet Southwestwardly therefrom 191.72 feet to a cut in concrete in the Northwestern right-of-way line of the Southern Railroad; thence with said Railroad right-of-way line Southwestwardly 146.4 feet to an iron pin marking common corner to Lots No. 13 and 14; thence in a Northwesterly direction along the common dividing line between Lots No. 13 and 14, 212.2 feet to an iron pin in the Southeastern line of Lewis Avenue, the place of BEGINNING, as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

Tract 3: The following described property and premises, to wit,

SITUATED, LYING AND BEING in the NINTH (9th.) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being generally bounded as follows: on the Northeast by the Joseph Lewis 1st Addition to Vestal, on the Southeast by the right-of-way of the Southern Railroad Company, on the Northwest by the right-of-way of the L & N Railroad Company and on the Southwest by property known, on March 3, 1959, as the Mrs. Margaret Flenniken Flenniken land, said property being more particularly bounded and described to-wit:

BEGINNING at an iron pin in the Northwestern line of the Southern Railroad Company property, said point of Beginning marking the most Southern corner of Lot No. 11 of the Joseph Lewis 1st Addition to Vestal; thence North 36 degrees West along the Southwestern line of said Addition and continuing along the Southwestern line of a driveway hereinafter described, a total distance of 608.46 feet to a point to a point in the Southeastern right-of-way line of the L & N Railroad Company property; thence with said Railroad property the following chord calls and distances, to wit: South 22 degrees 39 minutes West 70.37 feet to a point, South 24 degrees 33 minutes West 101.68 feet to a point, \*South 28 degrees 28 minutes West 101.68 feet to a point, South 30 degrees 23 minutes West 101.74 feet to a point, South 32 degrees 28 minutes West 101.83 feet to a point, South 34 degrees 35 minutes West 101.68 feet to a point, South 36 degrees 05 minutes West 63.30 feet to a point marking the most Northern corner of said Mrs. Margaret Flenniken Flenniken tract; thence with said Northeastern line of said tract South 35 degrees 09 minutes East 638.30 feet to a point in the Northwestern right-of-way line of the Southern Railroad Company property; thence with said Railroad right-of-way line North 27 degrees 40 minutes East 763.3 feet to an iron pin, the place of BEGINNING

\*South 26 degrees 31 minutes West 101.69 feet to a point,

Together with a right-of-way extending from the most Northern portion of the above described property Northeastwardly to Bridge Street and Maryville Pike, said right-of-way being bounded on the Northwest by the L & N Railroad Company right-of-way, on the Southeast by Lot No. 1 of the Joseph Lewis 1st Addition to Vestal and Bridge Street, said right-of-way being approximately 21 feet in width and some 100 feet in length, all as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

Tract 5:

BEGINNING at a point on the northwest side of Knoxville and Augusta Railway, southeast corner of the property now owned by the American Agricultural Chemical Company; thence northeast alongside Knoxville and Augusta Railway property 53 feet more or less to a stake; thence in a northwest direction 213.14 feet, parallel to the northeast line of the American Agricultural Chemical Company's property to a stake; thence southwest running parallel with the said Knoxville and Augusta railway, 50 feet to a stake; the southeast corner of Bridge Street (now Calab St.); thence southeast alongside line of said American Agricultural Chemical Co., 220.8 feet to the point of BEGINNING, This being a part of the same property conveyed to Joseph Lewis, widower, by deed dated December 22, 1910, recorded in Book 246, page 240 of the Register's Office of Knox County, Tennessee.

This conveyance is made subject to a Southern Railway spur track across Tract 3; Easement for drainage ditches and water run-off in favor of the L & N Railroad Company and certain Restrictive Covenants applicable to Lots 14, 15 and 16, in the Joseph Lewis 1st Addition to Vestal.

A tract of land located in Knox County, Tennessee, and being more fully described as follows:

An undivided one-fifth (1/5) interest in and to the following described property and premises, to-wit:

SITUATED, LYING AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, adjoining the last described tract herein on the Southwest, being known as a portion of the tract known on March 3, 1959, as the Mrs. Margaret Flenniken Flenniken tract, and being more particularly bounded and described, to-wit:

BEGINNING at a point in the Northwestern right-of-way line of the Southern RR Co. property, distant South 27 degrees 40 minutes West measured along said RR right-of-way line 763.3 feet from an iron pin marking the most Southern corner of Lot 11 of the Joseph Lewis 1st Addition to Vestal; thence North 35 degrees 09 minutes West 638.30 feet to a point in the Southeastern right-of-way line of the L & N RR Co. property; thence with said RR Co. right-of-way line the following chord calls and distances, to-wit: South 36 degrees 05 minutes West 38.38 feet, South 38 degrees 30 minutes West 101.86 feet, South 40 degrees 24 minutes West 119.76 feet to an iron pin marking the most Northern corner of Lot 6 of the Joseph Lewis 3rd Addition to Vestal; thence along the Northeastern line of said Addition South 36 degrees 43 minutes East 686.44 feet to an iron pin in the Northwestern right-of-way line of the Southern RR Co. property; thence with said right-of-way North 27 degrees 40 minutes East 260 feet to a point, the place of BEGINNING, as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

BOOK 1819 PAGE 689

This conveyance is made subject to right-of-way along the Southwest line of this tract of land.

and all the estate, right, title and interest of the party of the First part therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to Homestead and Dower therein To have and to hold the said premises to the said party of the second part, heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of \_\_\_\_\_ (L. S.)  
\_\_\_\_\_ (L. S.)  
\_\_\_\_\_ (L. S.)  
\_\_\_\_\_ (L. S.)

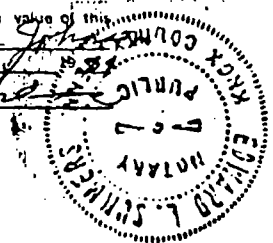
Person or Agency Responsible  
For Payment of Taxes:

Name DAVID E. JOHNSON

Suite 1600  
Address 912 S. GAY ST.  
KNOXVILLE, TENN. 37902

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ 60,000 - Affiant Don Johnson  
Subscribed and sworn to before me this 21st day of May 1988

Notary Public Edward L. Sweeney



STATE OF TENNESSEE

KNOX COUNTY.

SS.

Edward L. Summers

Personally appeared before me E. MICHAEL ELLIS, a Notary Public in and for said County, the within named bargainors, DAVID A. WITHERSPOON, JR.

with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 25TH day of MAY

1984

STATE OF TENNESSEE,

COUNTY.

SS.

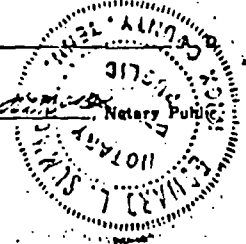
Personally appeared before me \_\_\_\_\_, a Notary Public in and for said County, the within named bargainors, \_\_\_\_\_

with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. And \_\_\_\_\_, wife of the said \_\_\_\_\_

having appeared before me privately and apart from her husband, the said \_\_\_\_\_ acknowledged the execution of the said Deed to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.

Witness my hand and official seal at office in \_\_\_\_\_ Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. \_\_\_\_\_

Notary Public.



BOOK 1819 PAGE 691

uit Claim Deed

-TO-

REGISTER'S OFFICE.  
of Tennessee

SS.

ived for record the \_\_\_\_\_ day

A. D. Nineteen Hundred

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

n Note Book \_\_\_\_\_ Page \_\_\_\_\_ and

in Book of Deeds \_\_\_\_\_

Page \_\_\_\_\_

as my hand.

Register.

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## DEED

THIS INDENTURE, made the 19 day of September, Nineteen Hundred and Sixty-Three, between FOS-KEM LIQUIDATION CORPORATION, a Delaware corporation (formerly The American Agricultural Chemical Company, a Delaware corporation), hereinafter called "GRANTOR", with an office at 100 Church Street, New York, New York, and AMERICAN AGRICULTURAL CHEMICAL COMPANY, a Delaware corporation, hereinafter called "GRANTEE" with an office at 100 Church Street, New York, New York.

WITNESSETH, that GRANTOR, in consideration of One Hundred Dollars (\$100) lawful money of the United States and other good and valuable consideration paid by GRANTEE, does hereby grant, convey and release unto GRANTEE, its successors and assigns forever, the premises, with all the improvements thereon, described in Schedule A attached hereto which, to the extent of the description contained therein, is made a part hereof. Schedule A is a copy of the deed by which the GRANTOR herein acquired title to the said premises and is incorporated herein solely for the purpose of setting forth the description thereof;

TOGETHER with the appurtenances and all the estate and rights of GRANTOR in and to said premises;

TO HAVE AND TO HOLD the above-mentioned premises, together with the appurtenances and easements thereto in anywise belonging unto GRANTEE, its successors and assigns, in fee simple, forever;

AND GRANTOR covenants for the benefit of GRANTEE only that it has not entered into any agreements or done anything whereby the said premises have been encumbered in any way whatever, except as appears of record and except as to encroachments upon the premises and except as to certain options, easements, conditions, reservations and restrictions heretofore created by GRANTOR, but which do not appear of record, and any leases whether or not of record, and GRANTEE by its acceptance hereof agrees for itself and those claiming under it that such covenant is expressly limited to, and is not assignable by GRANTEE and no other covenants or warranties, expressed or implied, statutory or otherwise, are made by GRANTOR herein.

IN WITNESS WHEREOF, GRANTOR, by authorization of its stockholders and resolution of its Board of Directors, has caused these presents to be executed by its Vice President, attested by its Secretary and caused its corporate seal to be affixed thereto on the day and year first above written.

FOS-KEM LIQUIDATION CORPORATION

By W. J. Turbeville, Jr.  
W. J. Turbeville, Jr.  
Executive Vice-President

ATTEST:

Hughes Mayo  
Hughes Mayo - Secretary

WITNESS:

R. H. Williams  
R. H. Williams  
G. J. Wilson  
G. J. Wilson

BOOK 1237 PAGE 990

FEDERAL DOCUMENTARY  
STAMPS IN THE AMOUNT  
REQUIRED BY LAW HAVE  
BEEN AFFIXED TO A DEED  
OF EVEN DATE HEREWITH,  
WHICH CONVEYS TO THE  
GRANTEE ALL PROPERTIES  
OWNED BY THE GRANTOR,  
INCLUDING THE PROPERTY  
CONVEYED HEREBY AND  
AID STAMPS HAVE BEEN  
FULLY CANCELLED.

STATE OF NEW JERSEY )  
COUNTY OF HUDSON ) ss.:

BE IT REMEMBERED, that on OCT 21 1963 I certify  
that, before me, WILLIAM R. BADGER  
a Notary Public in and for the said County and State, residing  
therein, duly commissioned and sworn, personally appeared  
W. J. TURBEVILLE, JR., and HUGHES MAYO, to me personally well  
known and well known to me to be the Executive Vice-President  
and Secretary, respectively, of FOS-KEM LIQUIDATION CORPORATION,  
a corporation of the State of Delaware, the corporation named in  
and executing the within instrument from itself to AMERICAN AGRI-  
CULTURAL CHEMICAL COMPANY, bearing the date hereof, which instru-  
ment was produced to me in my County aforesaid, by the said W. J.  
TURBEVILLE, JR., and HUGHES MAYO, who are known to me to be the  
identical persons who subscribed the name of the maker thereof to  
the foregoing instrument as its Executive Vice-President and Sec-  
retary, respectively, who by me being duly sworn, did severally  
depose, say and acknowledge, on their several oaths, in my County  
and State aforesaid, that they reside at 727 Tuxford Turn, West-  
field, New Jersey, and 842 Standish Avenue, Westfield, New Jersey,  
respectively; that they are the Executive Vice-President and Sec-  
retary of said corporation and that said corporation executed the  
said instrument; that they know the seal of said corporation; that  
the seal affixed to said instrument is the corporate seal of said  
corporation; that they, being informed of the contents of the said  
instrument, signed, sealed and delivered said instrument as Execu-  
tive Vice-President and Secretary of said corporation and that  
they executed the same in the name and on behalf of said cor-  
poration by order, authority and resolution of its Board of

Directors and that they signed their names thereto by like order; that their signatures are in their own proper handwriting; that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation by it voluntarily executed for the consideration, uses and purposes therein set forth and expressed and that they delivered the same as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in my County and State aforesaid on the day and the year first above written.

*William R. Anderson* (SEAL)  
Notary Public in and for said  
County and State



My place of residence is

*395 Meadowbrook Lane  
South Chicago, Ill.*

My commission expires

*January 19, 1966*

REGISTER'S OFFICE, KNOX COUNTY, STATE OF TENNESSEE:

Received for Record this *31* day of *Oct* A.D. 19*63*  
*2:20* o'clock *P.M.* Note Book *53* Page *992*. Fee *7.50*

*Lordon Lane* Register

BOOK 1237 PAGE 992

THIS INDENTURE, made this 22nd day of December A. D. 1910 between  
J. L. Ford and wife Mary Ford  
 of Knox County in the State of Tennessee of the first part and  
Joseph Lewis  
Knox County Tennessee of the second part.

WITNESSETH That the said part 1st of the first part, for and in consideration of the sum of  
Six Hundred Dollars cash  
 to them in hand paid by the said part 2d of the second part, the receipt of which is hereby acknowledged  
 and the further consideration of one promissory note of even date herewith for  
\$500.00 due on or before two years after date with interest at six per cent  
 from date payable annually

and the payment of said note and interest is hereby retained on the property here conveyed has granted, bargained, sold and  
 conveyed unto the said part 2d of the second part the following described premises, to-wit  
Fourteen (formerly Thirteen) of Knox County, Tennessee and being  
 a part of the T. W. Plenniken lands and lying between the Knoxville & Augusta Railroad  
 and the L. & N. Railroad and about three miles south of the city of Knoxville and  
 particularly described as follows. Beginning at a post oak, corner to R. Plenniken  
 and James Johnson, thence with said Johnson's line south 3-1/2 degrees east 207 feet  
 to a post oak, thence south 37 degrees 35 minutes west 375 feet to a pine stump and  
 post oak, thence north 86-1/2 degrees west 80 feet to a stake in the center of the  
 Maryville Pike, thence with the center of the Maryville Pike south 29-1/2 degrees west  
 170 feet thence south 47 degrees 40 minutes west 65 feet to a stake, thence south 17  
 degrees west along a 16 foot reserved right of way 95 feet to a stone, corner to the  
 division line between parties of the first part and Albert Vest, thence with said  
 division line south 37 degrees east 622 feet to a stone on the right-of-way of the  
 Knoxville & Augusta Railroad, thence along said right-of-way north 26-1/2 degrees  
 east 1235 feet to a stake, corner to Robert Plenniken, thence with said Plennikens  
 line north 75 degrees west 527 feet to the beginning containing 13.725 acres more or  
 less. The bearings given are the bearings of May 30th, 1910. See deed book 241 page  
 444 in the Registers office of Knox County Tennessee.

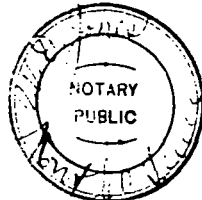
with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to Homestead and Dower therein.

TO HAVE AND TO HOLD the said premises to the said part 2d of the second part, his heirs and assigns forever.  
 And the said part 1st of the first part for themselves and for their heirs, Executors and Administrators do  
 hereby covenant with the said part 2d of the second part his heirs and assigns that they are lawfully seized in  
 fee simple of the premises above conveyed and have full power, authority and right to convey the same, that said premises  
 are free from all incumbrances

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons who may  
 IN WITNESS WHEREOF, that said part 1st of the first part have hereunto affixed their  
 year first above written.

Signed, sealed and delivered in the presence of

State of Tennessee  
 County of Knox



J. L. Ford (L S)  
Mary Ford (L S)  
 (L S)  
 (L S)

Personally appeared before me W. D. Jones a Notary Public of said County, and State  
J. L. Ford and wife Mary Ford  
 acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. And Mary Ford  
 wife of the said J. L. Ford having appeared before me privately and apart from  
 her husband, the said Mary Ford acknowledged the execution of said Deed to have been done by her  
 freely, voluntarily and understandingly, without any duress or constraint from her said husband, and for the purposes therein expressed.  
 Witness my hand and official seal at office this 22nd day of December 1910

Received the 13 day of Jan. 1911 1015 W. D. Jones Notary Public.  
 of Jan. 1911 W. D. Jones Register.

I declare that the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereto and discharge of all lien to secure the same in full this 13 day of Jan. 1911  
 of W. D. Jones Register.

I declare that the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereto and discharge of all lien to secure the same in full this 13 day of Jan. 1911  
 of W. D. Jones Register.



This instrument prepared by: E. MICHAEL ELLIS  
ATTORNEY AT LAW  
2928 MAGNOLIA AVENUE  
KNOXVILLE, TN 37914  
523-7793

24358

DEED OF TRUST

This Indenture, Made this 25TH day of MAY, 1984

between DANIEL E. JOHNSON

01 \* 1200  
02 \* 10800  
09 \* 050

of the County of KNOX and State of Tennessee, hereinafter called First Party, and

E. MICHAEL ELLIS Trustee of the County of KNOX and State of Tennessee, hereinafter called

Second Party

Witnesseth: That the First Party, for and in consideration of the sum of one dollar and the matters herein recited, has granted,  
a one-half interest in  
bargained, sold, and conveyed, and does hereby grant, bargain, sell, and convey unto the Second Party, the following described real

property and premises, to-wit: Situate in the NINTH Civil District of KNOX County, Tennessee,

act 1: The following described property and premises, to wit,

LOCATED, LYING AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lots 1, 10, 11 and 12 in the JOSEPH LEWIS 1ST ADDITION TO VESTAL as shown by Map of said Addition of record in Map Book 7 at page 99 in the Register's Office of Knox County, Tennessee, all of said lots being more particularly bounded and described as shown on the map of said Addition aforesaid, to which Map reference is made for more particular description of said lots and as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date of October 23, 1958.

act 2: The following described property and premises, to wit,

LOCATED, LYING AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lots no. 14 and 15 and the greater portion of Lot No. 15 in JOSEPH LEWIS 1ST ADDITION TO VESTAL as shown by Map of said Addition of record in Map Book 7 at Page 99 in the Register's Office of Knox County, Tennessee, said lots and portion of lot lying adjacent forming one boundary situated and being on the Southeastern side of Lewis Avenue, having a combined frontage of 140 feet thereon and being more particularly bounded and described as follows, to-wit:

BEGINNING at an iron pin in the Southeastern line of Lewis Avenue distant in a Northeasterly direction 50 feet to the point of intersection of the Southwestern line of Lewis Avenue with the Northeastern line of Bridge St., thence to it's point of intersection with said Southeastern line of Lewis Avenue, said point of beginning marking common corner to Lots No. 13 and 14 in said Addition; thence in a Northeasterly direction along the Southeastern line of Lewis Avenue 140 feet to an iron pin; thence in a Southeasterly direction on a line parallel with the common dividing line between Lots No. 16 and 17 and distant 10 feet Southwestwardly therefrom 191.72 feet to a cut in concrete in the Northwestern right-of-way line of the Southern Railroad; thence with said Railroad right-of-way line Southwestwardly 146.4 feet to an iron pin marking common corner to Lots No. 13 and 14; thence in a Northeasterly direction along the common dividing line between Lots No. 13 and 14; 212.2 feet to an iron pin in the Southeastern line of Lewis Avenue, the place of BEGINNING, as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

act 3: The following described property and premises, to wit,

LOCATED, LYING AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being generally bounded as follows: on the Northeast by the Joseph Lewis 1st Addition to Vestal, on the Southeast by the right-of-way of the Southern Railroad Company, on the Northwest by the right-of-way of L & N Railroad Company and on the Southwest by property known, on March 3, 1959, as the Mrs. Margaret Flenniken Flenniken land, said property being more particularly bounded and described to-wit:

BEGINNING at an iron pin in the Northwestern line of the Southern Railroad Company property, said point of beginning marking the most Southern corner of Lot No. 11 of the Joseph Lewis 1st Addition to Vestal; thence North 36 degrees West along the Southwestern line of said Addition and continuing along the Southwestern line of driveway hereinafter described, a total distance of 608.46 feet to a point to a point in the Southeastern right-of-way of the L & N Railroad Company property; thence with said Railroad property the following chord calls and bearings, to-wit: South 22 degrees 39 minutes West 70.37 feet to a point, South 24 degrees 33 minutes West 101.1 feet to a point, South 28 degrees 28 minutes West 101.68 feet to a point, South 30-degrees 23 minutes West

TD 10A (Rev. 11-80)

SEE REL BK 177-850

with the Hereditaments and Appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. To have and to hold the said premises to the Second Party, and his successors forever, in trust for the purposes hereinafter set forth.

And the First Party, for himself and for his heirs, executors, administrators, successors, and assigns, does hereby covenant with the said Second Party, and his successors, that he is lawfully seized in fee simple of the premises above conveyed and has full power, authority, and right to convey the same, that said premises are free from all encumbrances, except mortgages of record

and that he will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

But this instrument is made in trust to the Second Party for the uses and purposes following, that is to say: Whereas

DANIEL E. JOHNSON

is/are truly and justly

indebted to DAVID A. WITHERSPOON, JR. in the sum of

ONE HUNDRED TEN THOUSAND Dollars, (\$110,000.00)

evidenced by a promissory note dated and due as follows:

May 25, 1984

DANIEL E. JOHNSON promises to pay to DAVID A. WITHERSPOON, INC. the sum of ONE HUNDRED TEN THOUSAND (\$110,000.00) DOLLARS in monthly installments of THREE THOUSAND (\$3,000.00) DOLLARS plus interest at the rate equal to the prime rate charged by Chemical National Bank in New York plus ONE (1) PERCENT on the unpaid balance beginning June 1, 1984, and each month thereafter until the principle is paid in full.

In addition it is hereby contracted and agreed that if default is made in the payment of principal or interest, or any part thereof, and said note is placed in the hands of an attorney at law for collection or because of any litigation involving either said note or notes of the above described property, fifteen percent attorney's fee will be added thereto, paid to the holder thereof, and secured by this instrument. It is also hereby agreed that a fee of like amount will be paid to the Second Party if said note or notes are not placed in the hands of an attorney but collection is made by foreclosure hereof, which amount shall likewise be secured by this instrument.

In addition to the above described indebtedness, this instrument shall also secure (1) any and all other existing indebtedness or other obligations of First Party now held by the holder of the indebtedness secured hereby, hereinafter called beneficiary, and any renewals thereof regardless of maturity, and (2) any and all future indebtedness which may be hereafter created by First Party, or any of them, and be held by the beneficiary, and any renewals thereof regardless of maturity, within a period of ten years from date and up to an amount not exceeding the amount of the original indebtedness secured hereby, whether said indebtedness is evidenced by note or notes, draft, check, account, or otherwise.

Now therefore, if the said First Party shall pay to the holder of the indebtedness secured hereby, hereinafter called beneficiary, the full amount of the indebtedness above mentioned, with interest thereon and attorney's fees, if any, when the same shall become due and payable as set forth; keep all the taxes on the within conveyed property paid promptly as they become due; keep all buildings in good repair and abstain from the commission of waste on said premises; keep the buildings on said premises insured in an amount equal to the outstanding balance of the indebtedness hereby secured or the maximum insurable value of the improvements on the premises, whichever is the lesser, paying the premiums therefor, in some good and solvent fire insurance company or companies, the proceeds of which insurance shall be payable to the beneficiary herein and the policy placed in his possession, and which insurance the said First Party hereby agrees shall be written in a company or companies approved by the beneficiary hereunder, pay and keep current the payments on all prior and superior encumbrances and liens; then those presents and the estate hereby conveyed shall cease and become void. Should the First Party fail to pay any of the said taxes, attorney's fees, if any, or take out and keep up such insurance, or fail to pay or keep current the payments on any prior or superior encumbrances or lien, the beneficiary hereunder may pay any such taxes, attorney's fees, and insurance premiums, and pay or bring current such prior or superior liens or encumbrances and any such amounts so paid or advanced, together with interest from the date of payment, shall be fully protected by this deed of trust, and in addition to this protection, the payment of said amounts shall not be a waiver of the right of said beneficiary to foreclose and enforce this deed of trust. If default be made in the payment of the above mentioned indebtedness, or any part thereof, the interest thereon as it becomes due, the taxes as they become due, the said insurance premiums, or if default be made in the payment or keeping current of the payments on all prior and superior encumbrances and liens or if litigation arises involving said note or notes or the property herein described, or the employment of an attorney is necessitated for any reason, then the First Party will pay a fee of fifteen percent for the attorney for the beneficiary, and the entire indebtedness may, at the option of the beneficiary, be declared due. Thereupon the Second Party shall at the request of the beneficiary hereunder, after giving notice of the time and place of sale by publishing said notice of sale at least three different times in some newspaper published in the county in which the property lies, the first of which publications shall be made at least twenty days previous to said sale for if the amount of the indebtedness for which said property is to be sold shall not exceed \$200.00, after the publication of said sale for at least thirty days by written notices posted in at least five of the most public places in the county, one of which shall be at the court house door, and another in the civil district where the land lies) or as otherwise provided by law, at the time and place fixed, proceed to sell the property and premises above described and conveyed at public auction for cash, and in bar of the right and equity of redemption, and in bar of all homestead and dower rights, all of which are hereby waived and surrendered. The Second Party shall apply the proceeds of such sale first to the payment of all costs and expenses of such sale, including a fee of fifteen percent to the attorney or trustee, which fee shall become absolutely due and payable whenever said indebtedness, or any part thereof, is placed in the hands of an attorney at law for collection, or foreclosure is commenced under this instrument by the Second Party, as the case may be, second, to the payment of the indebtedness herein secured, third, the surplus, if any, shall be paid to the First Party or his order or as otherwise required by law, provided however that the surplus, if any, may, at the option of the beneficiary, be paid into a court of competent jurisdiction in interpleader proceedings with the costs and attorneys' fees therefor to be paid out of such surplus.

And the First Party further covenants and agrees to keep all buildings in good repair and abstain from the commission of waste on said premises. At any time after default in payment of any part of the debt secured hereby, or any interest thereon, or upon failure to perform any of the covenants to be kept and performed by him, then the Second Party may enter upon and take possession of and rent said property and shall be required to account only for net rents received by him. The Second Party may apply said net rentals to any indebtedness secured hereby. The Second Party may also seek the appointment of a receiver for the above described premises.

In the event of fire or other loss or casualty which results in the payment of proceeds of said policy of insurers, the beneficiary shall have the option of applying all or any portion of said proceeds against the indebtedness secured hereby

01.74 feet to a point, South 32 degrees 28 minutes West 101.83 feet to a point, South 34 degrees 35 minutes West 101.68 feet to a point, South 36 degrees 05 minutes West 63.30 feet to a point marking the most Northern corner of said Mrs. Margaret Flenniken Flenniken tract; thence with said Northeastern line of said tract South 3 degrees 09 minutes East 638.30 feet to a point in the Northwestern right-of-way line of the Southern Railroad Company property; thence with said Railroad right-of-way line North 27 degrees 40 minutes East 763.3 feet to an iron pin, the place of BEGINNING

together with a right-of-way extending from the most Northern portion of the above described property Northwardly to Bridge Street and Maryville Pike, said right-of-way being bounded on the Northwest by the L & N Railroad Company right-of-way, on the Southeast by Lot No. 1 of the Joseph Lewis 1st Addition to Vestal and Bridge Street, said right-of-way being approximately 21 feet in width and some 100 feet in length, all as shown by survey of W. E. Lack Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

Tract 5:

BEGINNING at a point on the northwest side of Knoxville and Augusta Railway, southeast corner of the property now owned by the American Agricultural Chemical Company; thence northeast alongside Knoxville and Augusta Railway property 53 feet more or less to a stake; thence in a northwest direction 213.14 feet, parallel to the northeast line of the American Agricultural Chemical Company's property to a stake; thence southwest running parallel with the said Knoxville and Augusta railway, 50 feet to a stake; the southeast corner of Bridge Street (now Calab Street); thence southeast alongside line of said American Agricultural Chemical Company, 220.8 feet to the point of BEGINNING, This being a part of the same property conveyed to Joseph Lewis, widower, by deed dated December 22, 1910, recorded in Book 246, page 240 of the Register's Office in Knox County, Tennessee.

This conveyance is made subject to a Southern Railway spur track across Tract 3; Easement for drainage ditches and water run-off in favor of the L & N Railroad Company and certain Restrictive Covenants applicable to Lots 15 and 16, in the Joseph Lewis 1st Addition to Vestal.

A-1 tract of land located in Knox County, Tennessee, and being more fully described as follows:

An undivided one-fifth (1/5) interest in and to the following described property and premises, to-wit:

SITUATED, LYING AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, adjoining the last described tract herein on the Southwest, being known as a portion of the tract known on March 3, 1959, as the Mrs. Margaret Flenniken Flenniken tract, and being more particularly bounded and described, to-wit:

BEGINNING at a point in the Northwestern right-of-way line of the Southern Railroad Company, property, distant South 27 degrees 40 minutes West measured along said Railroad right-of-way line 763.3 feet from an iron pin marking the most Southern corner of Lot 11 of the Joseph Lewis 1st Addition to Vestal; thence North 35 degrees 9 minutes West 638.30 feet to a point in the Southeastern right-of-way line of the L & N Railroad Company property; thence with said Railroad Company right-of-way line the following chord calls and distances, to-wit: South 36 degrees 05 minutes West 38.38 feet, South 38 degrees 30 minutes West 101.86 feet, South 40 degrees 24 minutes West 119.76 feet to an iron pin marking the most Northern corner of Lot 6 of the Joseph Lewis 1st Addition to Vestal; thence along the Northeastern line of said Addition South 36 degrees 43 minutes East 686.44 feet to an iron pin in the Northwestern right-of-way line of the Southern Railroad Company property; thence with said right-of-way North 27 degrees 40 minutes East 260 feet to a point, the place of BEGINNING, as shown by survey of W. E. Lack, Engineer, Knoxville, Tennessee, bearing date October 23, 1958.

This conveyance is made subject to right-of-way along the Southwest line of this tract of land.

This deed of trust covers a one-half interest only of the above-described property.

I certify that this is a true and correct copy of the original as recorded in the records of the Register's Office in Knox County, Tennessee.

MAY 25 1984

Steve Hall  
REGISTER OF DEEDS

Book Tax

Clark Fee

Total

108.00

50

108.50

STEVE HALL

MAY 25 11 12 AM '84

RECEIVED FOR  
RECORDING  
KNOX CO. TN

NOTE BOOK 97

BOOK 2086 PAGE 547

The First Party hereby agrees that the beneficiary of the indebtedness herein secured shall have, and he does hereby invest said beneficiary with, the discretionary power to appoint a substitute trustee in case of death, removal, inability, absence or refusal of the trustee herein named to comply with the provisions of this deed of trust, or for any other reason satisfactory to said beneficiary. Said designation or appointment of said substitute trustee shall be evidenced by a written instrument executed by said beneficiary and recorded in the Register's office in the county where the land lies, and upon such appointment and registration thereof, said substitute trustee shall be invested with all the powers and authority which are vested in the Second Party and shall be authorized to do and perform any act or acts delegated by this instrument to the trustee herein named.

The First Party further agrees that in case of any sale hereunder he will at once surrender possession of said property, and will from that moment become and be tenant at will of the purchaser, and removable by process as upon forcible and unlawful detainer suit, hereby agreeing to pay the said purchaser the reasonable rental value of said premises after such sale.

It is agreed that both Parties in case of any sale of any said property shall be at liberty to bid and buy as any third person might. The Second Party shall and the beneficiary may announce the entry of any bid instructed by the beneficiary.

Qualification and bond under the statute are hereby waived.

The designation of the parties to this instrument in the singular shall be applied to and include the plural and the use of the masculine pronoun shall likewise include the feminine and the neuter, as required. All references to parties shall include their heirs, executors, administrators, personal representatives, successors, and assigns and be binding thereon and accrue to the benefit thereof.

In Witness Whereof, the said First Party has hereunto set his hand and seal the day and year first above written.

In presence of

*[Signature]* L. S.  
L. S.  
L. S.  
L. S.

STATE OF TENNESSEE

County of KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, Daniel E. Johnson

the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in the aforesaid county, this 25th day of October

My Commission expires 10-1-99

*[Signature]*  
Notary Public



STATE OF TENNESSEE

County of

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state,

the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in the aforesaid county, this day of 19

My Commission expires

Notary Public

STATE OF TENNESSEE

County of

Before me, the undersigned authority, a Notary Public of the state and county aforesaid, personally appeared

with whom I am personally acquainted, and who upon oath acknowledged himself to be the of the within named bargainor, a corporation, and that he as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as

Witness my hand and seal at office, this day of 19

My Commission expires

Notary Public

This instrument prepared by:  
Kenneth M. Gresham, Jr., Attorney  
912 South Gay Street, Suite 710  
Knoxville, Tennessee 37902

177/679  
INSTRUMENT NO. 018775

FULL RELEASE

The undersigned declares that he is the true and lawful owner and holder of the claim secured by that certain Deed of Trust executed by Daniel E. Johnson, to secure E. Michael Ellis, Trustee for David A. Witherspoon in an original indebtedness in the amount of \$110,000.00 of record in Trust Book 2086, page 545 in the Register's Office for Knox County, Tennessee, of which 400 specific instrument reference is hereby made for more specific description and for a valuable consideration in hand paid, does hereby acknowledge satisfaction thereof in full and does accordingly release the lien of said instrument as to the property therein described in full. 09-09-88 § 7177

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this the 31 day of August, 1988.

DAVID A. WITHERSPOON

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, David A. Witherspoon, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Knox County, this the 31 day of August, 1988.

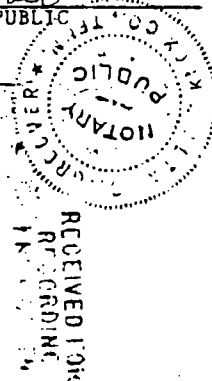
Allen C. Groover  
NOTARY PUBLIC

My commission expires: 2-19-90

STIVE HALL

SEP 8 3 57 PM '88  
NOTICE BOOK

BOOK 177 PAGE 675



This instrument prepared by: J. Michael Winchester, Attorney  
LACY & WINCHESTER, P.C.  
Suite 2510, Plaza Tower  
Knoxville, Tennessee 37929  
Phone: (615) 637-1980 INSTRUMENT NO. 049394

**FULL RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned hereby declares that he is the true and lawful owner and holder of a claim secured by a certain Deed of Trust executed by Daniel E. Johnson to E. Michael Ellis, as Trustee for the undersigned, of record in Trust Deed Book 2086, Page 545, in the Register's Office for Knox County, Tennessee, to which instrument reference is hereby made, and for a valuable consideration in hand paid, does hereby acknowledge satisfaction of said claim IN FULL, and does hereby release the lien of said instrument IN FULL.

IN WITNESS WHEREOF, the undersigned has executed this Full Release this 2 day of Sept, 1988.

David A. Witherspoon, Jr. 01-400

STATE OF TENNESSEE )  
 ) ss  
COUNTY OF KNOX )

Personally appeared before me, Allen C. Groover,  
(name of Notary Public)  
a duly commissioned Notary Public in and for the County and State aforesaid,  
DAVID A. WITHERSPOON, JR., with whom I am personally acquainted, and who  
acknowledged that he executed the within instrument for the purposes therein  
contained.

Witness my hand at office this 2 day of Sept, 1988.

Allen C. Groover  
Notary Public

My Commission Expires: 2-19-90



RECEIVED FOR  
RECORDING  
SEP 14 3 44 PM '88  
NOTE BOOK  
STEVE HALL

This instrument prepared by: J. Michael Winchester, Attorney  
LACY & WINCHESTER, P.C.  
Suite 2510, Plaza Tower  
Knoxville, Tennessee 37929  
Phone: (615) 637-1980 INSTRUMENT NO. 049394

**FULL RELEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT the undersigned hereby declares that he is the true and lawful owner and holder of a claim secured by a certain Deed of Trust executed by Daniel E. Johnson to E. Michael Ellis, as Trustee for the undersigned, of record in Trust Deed Book 2086, Page 545, in the Register's Office for Knox County, Tennessee, to which instrument reference is hereby made, and for a valuable consideration in hand paid, does hereby acknowledge satisfaction of said claim IN FULL, and does hereby release the lien of said instrument IN FULL.

IN WITNESS WHEREOF, the undersigned has executed this Full Release this 2 day of SEPT, 1988.

David A. Witherspoon, Jr. 01- •400  
David A. Witherspoon, Jr.

STATE OF TENNESSEE )  
                                  : ss  
COUNTY OF KNOX )

Personally appeared before me, Alvin C. Groover  
(name of Notary Public)  
a duly commissioned Notary Public in and for the County and State aforesaid,  
DAVID A. WITHERSPOON, JR., with whom I am personally acquainted, and who  
acknowledged that he executed the within instrument for the purposes therein  
contained.

Witness my hand at office this 2 day of Sept, 1988.

Alvin C. Groover  
Notary Public

My Commission Expires: 2-19-90



RECEIVED FOR  
RECORDING  
NOV 2 1988  
SEP 14 3 44 PM '88  
NOTE BOOK  
STEVE HALL

BOOK 177 PAGE 850

## **LOT 10R - (CUT-OUT TRACT) - TRANSACTIONS**

On December 16, 1987, this 1.02 acre tract was subdivided from the original parcel (Lot 10) that Daniel Johnson and David Witherspoon Jr. purchased, via warranty deed, from Jerry Sternberg in 1979.

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<b><u>Date</u></b>	<b><u>Instrument</u></b>	<b><u>Grantor</u></b>	<b><u>Grantee</u></b>	<b><u>Book/Page</u></b>
1/27/88	Deed of Trust	Daniel E. Johnson (rec'd \$ 62,500 loan)	Charter Federal Savings & Loan Association	2334/0285
9/9/88	Release of Deed of Trust	Charter Federal Savings & Loan Association	Daniel E. Johnson	177/792
8-8-88	Deed of Trust	Daniel E. Johnson (rec'd \$ 76,000 loan)	Charter Federal Savings & Loan Association	2376/0440
6/23/99	Assignment of Deed of Trust	First American National Bank (formerly Charter Federal Savings)	Maryville Pike Properties	1999072000005191
8/23/99	Trustee's Deed	(for) Jerry Sternberg (property sold at auction)	Maryville Pike Properties	199908260016563

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### **"MAIN" SITE PROPERTY TRANSACTIONS**

<u><b>Date</b></u>	<u><b>Instrument</b></u>	<u><b>Grantor</b></u>	<u><b>Grantee</b></u>	<u><b>Parcels/Tracts</b></u>	<u><b>Book/Page</b></u>
9/28/79	Warranty Deed	Jerry Sternberg	Daniel Johnson & David Witherspoon Jr.	1,2,3,5, / A-1	1691/646
9/28/79	Deed of Trust	David Witherspoon Jr. Daniel Johnson & David Witherspoon Inc.	Jerry Sternberg	1,2,3,5 / A-1, A-2	1892/1027
8/10/87	Full Release	Jerry Sternberg	David Witherspoon Inc. 1,2,3,5/A-1 & removes lien on A-2		179/1193
11/17/80	Lease	David Witherspoon Jr. & Daniel Johnson	Smokey Mountain Smelters	Building 1	2020/236
11/17/80	Lease	David Witherspoon Jr. & Daniel Johnson	Rotary Furnace Inc.	Building 2	2020/243
8/13/82	Deed of Trust	David Witherspoon Jr. & Daniel Johnson	City & County Bank (\$80,000 loan to Rotary Furnace)	1,2,3,5 / A-1	2001/692
5/24/84	Quit-Claim	David Witherspoon Jr.	Daniel Johnson	1,2,3,5 / A-1	1819/688
5/25/84	Deed of Trust	Daniel E. Johnson (\$110,000 debt to Witherspoon)	David Witherspoon Jr.	1,2,3,5 / A-1	2086/545
8/31/88	Release of Deed of Trust	David Witherspoon Jr.	Daniel Johnson	1,2,3,5 / A-1	177/679

015800

INSTRUMENT NO.

Maximum principal indebtedness for Tennessee recording tax purposes secured by this instrument is \$62,500.00.

This instrument prepared by: (Space Above This Line For Recording Date)

Kenneth M. Gresham, Jr., Atty.  
912 South Gay Street  
Knoxville, Tennessee 37902

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on January 27, 1988. The grantor is DANIEL E. JOHNSON, Single ("Borrower"). The trustee is Kenneth M. Gresham, Jr. and E. L. Byington, Jr. ("Trustee"). The beneficiary is Charter Federal Savings and Loan Association, which is organized and existing under the laws of United States of America, and whose address is 531 South Gay Street, Knoxville, Tennessee 37902 ("Lender"). Borrower owes Lender the principal sum of SIXTY-TWO THOUSAND FIVE HUNDRED & NO/100 Dollars (U.S. \$62,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2003. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Knox County, Tennessee:

SITUATE in the 9th Civil District of Knox County, Tennessee, and being Lot 10R in the resubdivision of Lot 10 and adjacent tract of the Joseph Lewis First Addition to Vestal of record in Map Book 7, page 99 as shown by map of record in Map Cabinet K, Slot 312B in the Register's Office for Knox County, Tennessee, all of which is more particularly bounded and described as follows:

BEGINNING at an iron pin marking the intersection of the southwest line of Caleb Road and the northwest terminus of Lewis Avenue; thence, from said beginning point and running with the terminus of Lewis Avenue, South 35 deg. 15 min. East 26.53 feet to an iron pin in the center line of the terminus of Lewis Avenue; thence, leaving Lewis Avenue, South 21 deg. 44 min. West 108.12 feet to an iron pin; thence, South 71 deg. 37 min. West 160 feet to an iron pin; thence, North 35 deg. 15 min. West 93.76 feet to an iron pin; thence, North 34 deg. 30 min. East 304.52 feet to an iron pin in the southwest line of Caleb Road; thence, with the southwest line of Caleb Road, South 35 deg. 15 min. East 100 feet to an iron pin; thence, with a curve to the right, the chord of which is South 00 deg. 22 min. East 73.3 feet to the point of BEGINNING, containing 1.024 acres, more or less, as shown by survey of Bruce McClellan dated December 16, 1987.

BEING part of the property conveyed to Daniel E. Johnson by deed dated May 25, 1984, of record in Deed Book 1819, page 688 in the Register's Office for Knox County, Tennessee.

which has the address of 1455 Maryville Pike Knoxville  
(Street) (City)  
Tennessee ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BOOK 2334 PAGE 0285

TENNESSEE—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3043 12/83

SEE REL BK 177-792

**UNIFORM COVENANTS** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Together with all buildings and improvements now or hereafter erected or placed thereon, and all fixtures, including but not limited to plumbing, heating, air conditioning, floor covering installed in lieu of finished floors and built-in kitchen appliances; and together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein.

This is a construction loan and Borrower covenants and agrees to perform and comply with all the terms, covenants and provisions contained in a certain "Construction Loan Agreement" executed by Borrower and filed with Lender and any failure so to do shall at the option of the holder of said note constitute default under this deed of trust.

Receipt of the Truth In Lending Disclosure Statement is hereby acknowledged.

For Additional Terms and Conditions, See the Adjustable Rate Rider Attached hereto.

I certify that the consideration for  
on the within Deed has been paid.  
Witness my hand this

JAN 25 1988

*Gene Hill*  
REGISTER OF DEEDS

State Tax	60.50
Clerk Fee	50.00
Total	61.00

BOOK 2334 PAGE 0287

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RECORDING  
JAN 26 9 01 AM '88  
NOTE BOOK 110  
SILVE HALL

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in paragraph 14. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this paragraph 19, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Property after sale.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.


22. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Waivers. Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 2-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider |   |
| <input type="checkbox"/> Other(s) [specify]               |   |   |

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

  
DANIEL E. JOHNSON

(Seal)

—Borrower

(Seal)

—Borrower

[Space Below This Line For Acknowledgment]

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Daniel E. Johnson, Single, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Knox County, this the 27 day of January, 1988.

  
NOTARY PUBLIC

My commission expires:

3-18-91

BOOK 2334 PAGE 0289

# ADJUSTABLE RATE RIDER

(1 Year Treasury Index — Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27th day of January, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CHARTER FEDERAL SAVINGS AND LOAN ASSOCIATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

Lot 10R, in the Resubdivision of Lot 10 and an adjacent tract of the Joseph Lewis First Addition to [Property Address] Vestal, Knox County, Tennessee

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

## A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.50. The Note provides for changes in the interest rate and the monthly payments, as follows:

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The interest rate I will pay may change on the first day of February, 1989, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three percentage points (3.00%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.50% or less than 10.50%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.50%. My interest rate will never be less than 10.50%.

### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Daniel E. Johnson, Single (Seal)  
-Borrower

(Seal)  
-Borrower

BOOK 2334 PAGE 0290





SITUATE in the 9th Civil District of Knox County, Tennessee, and being Lot 10R in the resubdivision of Lot 10 and adjacent tract of the Joseph Lewis First Addition to Vestal of record in Map Book 7, page 99 as shown by map of record in Map Cabinet K, Slot 312B in the Register's Office for Knox County, Tennessee, all of which is more particularly bounded and described as follows:

BEGINING at an iron pin marking the intersection of the southwest line of Caleb Road and the northwest terminus of Lewis Avenue; thence, from said beginning point and running with the terminus of Lewis Avenue, South 35 deg. 15 min. East 26.53 feet to an iron pin in the center line of the terminus of Lewis Avenue; thence, leaving Lewis Avenue, South 21 deg. 44 min. West 108.12 feet to an iron pin; thence, South 71 deg. 37 min. West 160 feet to an iron pin; thence, North 35 deg. 15 min. West 93.76 feet to an iron pin; thence, North 34 deg. 30 min. East 304.52 feet to an iron pin in the southwest line of Caleb Road; thence, with the southwest line of Caleb Road, South 35 deg. 15 min. East 100 feet to an iron pin; thence, with a curve to the right, the chord of which is South 00 deg. 22 min. East 73.3 feet to the point of BEGINNING, containing 1.024 acres, more or less, as shown by survey of Bruce McClellan dated December 16, 1987.

BEING part of the property conveyed to Daniel E. Johnson by deed dated May 25, 1984, of record in Deed Book 1819, page 688 in the Register's Office for Knox County, Tennessee.

Prepared by:  
Kenneth M. Gresham, Jr.  
Suite 1000, Andrew Johnson Plaza  
Knoxville, Tennessee 37902

015802

SUBORDINATION AGREEMENT

INSTRUMENT NO. \_\_\_\_\_

The undersigned declares that he is the true  
and lawful owner and holder of the claim secured by a Trust Deed  
executed by Daniel E. Johnson  
and wife, \_\_\_\_\_, to secure David A. Witherspoon, Jr.  
\_\_\_\_\_, dated May 25, 1984, and of  
record in Trust Book 2086, page 545 in the  
Register's Office of Knox County, Tennessee, securing  
an indebtedness in the original amount of \$ 110,000.00, and  
for valuable consideration in hand paid, the undersigned hereby waives the  
lien of said instrument as to property in the 9th Civil District of  
Knox County, Tennessee and being Lot 10<sup>th</sup> in the Joseph Lewis 1st  
Addition to Vestal and an adjoining parcel - containing 1.024 acres  
more or less  
as shown by map of record in Map ~~XXXX~~ Cabinet K, page Slot 312B in  
the Register's Office of Knox County, Tennessee, so as to  
subordinate said lien in favor of Charter Federal Savings & Loan  
Association, making its deed of trust dated January  
27-1988 and of record in Trust Book 2334 page 285  
in the Register's Office of Knox County, Tennessee,  
securing an indebtedness in the amount of \$ 62,500.00, a first  
and prior lien against property therein described 01. \*600

but no further or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this instrument on  
this the 28 day of JANUARY, 19 88.

DAVID A. WITHERSPOON, JR.

STATE OF TENNESSEE  
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary  
Public in and for said County and State, David A. Witherspoon, Jr.  
\_\_\_\_\_, the within named bargainors,  
with whom I am personally acquainted, and who acknowledged that he executed  
the within instrument for the purposes therein contained.

Witness my hand and official seal, this 28 day of January,  
19 88.

My Commission Exp. 2-19-90

AND C. FROST  
Notary Public

BOOK 2334 PAGE 0293

SITUATE in the 9th Civil District of Knox County, Tennessee, and being Lot 10R in the resubdivision of Lot 10 and adjacent tract of the Joseph Lewis First Addition to Vestal of record in Map Book 7, page 99 as shown by map of record in Map Cabinet K, Slot 312B in the Register's Office for Knox County, Tennessee, all of which is more particularly bounded and described as follows:

BEGINING at an iron pin marking the intersection of the southwest line of Caleb Road and the northwest terminus of Lewis Avenue; thence, from said beginning point and running with the terminus of Lewis Avenue, South 35 deg. 15 min. East 26.53 feet to an iron pin in the center line of the terminus of Lewis Avenue; thence, leaving Lewis Avenue, South 21 deg. 44 min. West 108.12 feet to an iron pin; thence, South 71 deg. 37 min. West 160 feet to an iron pin; thence, North 35 deg. 15 min. West 93.76 feet to an iron pin; thence, North 34 deg. 30 min. East 304.52 feet to an iron pin in the southwest line of Caleb Road; thence, with the southwest line of Caleb Road, South 35 deg. 15 min. East 100 feet to an iron pin; thence, with a curve to the right, the chord of which is South 00 deg. 22 min. East 73.3 feet to the point of BEGINNING, containing 1.024 acres, more or less, as shown by survey of Bruce McClellan dated December 16, 1987.

BEING part of the property conveyed to Daniel E. Johnson by deed dated May 25, 1984, of record in Deed Book 1819, page 688 in the Register's Office for Knox County, Tennessee.

RECEIVED FOR  
RECORDING  
JAN 28 9 01 AM '88  
KNOX COUNTY  
SIEVE HALL

This instrument prepared by:  
Kenneth M. Gresham, Jr., Attorney  
912 South Gay Street, Suite 1000  
Knoxville, Tennessee 37902

015803

INSTRUMENT 112

SUBORDINATION AGREEMENT

The undersigned declares that First Tennessee Bank National Association is the true and lawful owner and holder of the claim secured by a Trust Deed executed by Daniel E. Johnson, to secure First Tennessee Bank National Association, dated August 1, 185, and of record in Trust Book 2158, page 250 in the Register's Office for Knox County, Tennessee, securing an indebtedness in the original amount of 300,000.00, and for valuable consideration in hand paid, the undersigned hereby ~~and~~ subordinates the lien of said instrument as to the property in the 9th Civil District of Knox County, Tennessee, and being Lot 10R in the resubdivision of Lot 10 ~~and the adjacent tract~~ in the Joseph Lewis First Addition to Vestal as shown on said resubdivision map of record in Map Cabinet K, Slot 312B in the Register's Office for Knox County, Tennessee, so as to subordinate said lien in favor of Charter Federal Savings & Loan Association, making its Deed of Trust dated January 27, 1988, and of record in Trust Book 2334, page 285 in the Register's Office for Knox County, Tennessee, securing an indebtedness in the amount of \$62,500.00, a first and prior lien against property described herein, but no further or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 28th day of January, 1988. A

FIRST TENNESSEE BANK, 88952  
NATIONAL ASSOCIATION 01-28-88  
2 7177

By: John A. [Signature]  
Officer's Title: V.P.

STATE OF TENNESSEE  
COUNTY OF KNOX

BEFORE me, the undersigned of the State and County aforesaid, personally appeared John A. [Signature], with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the VICE PRESIDENT of the First Tennessee Bank, National Association, the within named bargainor, a corporation, and that he as such VICE PRESIDENT, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as VICE PRESIDENT.

WITNESS my hand and seal at office in Knox County, Tennessee, this the 28th day of January, 1988.

Kathleen [Signature]  
NOTARY PUBLIC

My commission expires: My Commission Expires Aug 20 1990

BOOK 2334 PAGE 0295

SITUATE in the 9th Civil District of Knox County, Tennessee, and being Lot 10R in the resubdivision of Lot 10 and adjacent tract of the Joseph Lewis First Addition to Vestal of record in Map Book 7, page 99 as shown by map of record in Map Cabinet K, Slot 312B in the Register's Office for Knox County, Tennessee, all of which is more particularly bounded and described as follows:

BEGINING at an iron pin marking the intersection of the southwest line of Caleb Road and the northwest terminus of Lewis Avenue; thence, from said beginning point and running with the terminus of Lewis Avenue, South 35 deg. 15 min. East 26.53 feet to an iron pin in the center line of the terminus of Lewis Avenue; thence, leaving Lewis Avenue, South 21 deg. 44 min. West 108.12 feet to an iron pin; thence, South 71 deg. 37 min. West 160 feet to an iron pin; thence, North 35 deg. 15 min. West 93.76 feet to an iron pin; thence, North 34 deg. 30 min. East 304.52 feet to an iron pin in the southwest line of Caleb Road; thence, with the southwest line of Caleb Road, South 35 deg. 15 min. East 100 feet to an iron pin; thence, with a curve to the right, the chord of which is South 00 deg. 22 min. East 73.3 feet to the point of BEGINNING, containing 1.024 acres, more or less, as shown by survey of Bruce McClellan dated December 16, 1987.

BEING part of the property conveyed to Daniel E. Johnson by deed dated May 25, 1984, of record in Deed Book 1819, page 688 in the Register's Office for Knox County, Tennessee.

RECEIVED FOR  
RECORDING  
JAN 29 9 01 AM '88  
STEVE HALL

BOOK 2334 PAGE 0296

REGISTERED NO. 049129

RELEASE OF DEED OF TRUST

We, Charter Federal Savings and Loan Association (formerly First Federal Savings and Loan Association of Bristol), being the lawful owner and holder of a certain promissory note in the original amount of Sixty-two thousand Five Hundred and no/100----- DOLLARS (\$ 62,500.00 ), dated January 27, , 1988 , and payable in monthly installments of \$ 690.87 each, executed by Daniel E. Johnson and secured by a deed of trust of even date therewith to Kenneth M. Gresham, Jr. E. L. Byington, Jr. , Trustees, of record in the Register's Office for Knox County at Knoxville , Tennessee in Deed (Trust) Book 2334 , page 0285 , said note having been fully paid, does hereby release and discharge the lien created by said deed of trust.

Witness the corporate signature of Charter Federal Savings and Loan Association this 9 day of September , 1988 .

CHARTER FEDERAL SAVINGS AND LOAN ASSOCIATION

By E. L. Byington, Jr. President  
(Title)

J. L. Powell Secretary  
(Title)

STATE OF VIRGINIA

CITY OF BRISTOL, to-wit:

Before me, Joyce H. Akers , a notary public of the city and state aforesaid, personally appeared E. L. Byington, Jr. , with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Charter Federal Savings and Loan Association, the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President .

My commission expires the 9 day of March , 1990 .

Given under my hand and seal at office in Bristol, Virginia, this 9 day of September , 1988 .

Joyce H. Akers  
Notary Public

RECEIVED FOR  
RECORDING  
NOTE BOOK  
112  
SEP 13 1 32 PM '88  
LEVEL HALL

THIS INSTRUMENT WAS PREPARED BY:  
Charter Federal Savings and Loan Association  
110-112 Piedmont Street  
Bristol, Virginia 24201



1. State and local documentary tax  
2. The State of Tennessee has been paid.

State Tax 85.10

SEP 9 1988

Clerk Fee 50

*Steve Hall*

Total 85.60

REGISTER OF DEEDS

INSTRUMENT NO. 048773

Maximum principal indebtedness for Tennessee recording tax purposes secured by this instrument is \$ 76,000.00.

This instrument prepared by: (Space Above This Line For Recording Data)

Kenneth M. Gresham, Jr., Atty.

912 South Gay Street

Knoxville, Tennessee 37902

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on September 8 1988. The grantor is DANIEL E. JOHNSON, Single and E. L. Byington, Jr. ("Borrower"). The trustee is Kenneth M. Gresham, Jr. ("Trustee"). The beneficiary is Charter Federal Savings and Loan Association, which is organized and existing under the laws of United States of America, and whose address is 531 South Gay Street, Knoxville, Tennessee 37902 ("Lender"). Borrower owes Lender the principal sum of SEVENTY SIX THOUSAND AND 00/100 Dollars (U.S. \$76,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2003. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Knox County, Tennessee:

SITUATE in the 9th Civil District of Knox County, Tennessee, and being Lot 10R in the resubdivision of Lot 10 and adjacent tract of the Joseph Lewis First Addition to Vestal of record in Map Book 7, page 99, as shown by map of record in Map Cabinet K, Slot 312B in the Register's Office for Knox County, Tennessee, all of which is more particularly bounded and described as follows:

BEGINNING at an iron pin marking the intersection of the Southwest line of Caleb Road and the Northwest terminus of Lewis Avenue; thence, from said beginning point and running with the terminus of Lewis Avenue, South 35 deg. 15 min. East 26.53 feet to an iron pin in the center line of the terminus of Lewis Avenue; thence, leaving Lewis Avenue, South 21 deg. 44 min. West 108.12 feet to an iron pin; thence, South 71 deg. 37 min. West 160 feet to an iron pin; thence, North 35 deg. 15 min. West 93.76 feet to an iron pin; thence, North 34 deg. 30 min. East 304.52 feet to an iron pin in the Southwest line of Caleb Road; thence, with the Southwest line of Caleb Road, South 35 deg. 15 min. East 100 feet to an iron pin; thence, with a curve to the right, the chord of which is South 00 deg. 22 min. East 73.3 feet to the point of BEGINNING, containing 1.024 acres, more or less, as shown by survey of Bruce McClellan dated December 16, 1987.

BEING the same property conveyed to Daniel E. Johnson by deed dated May 25, 1984, of record in Deed Book 1819, page 688, in the Register's Office for Knox County, Tennessee.

Receipt of the Truth in Lending Disclosure Statement is hereby acknowledged

which has the address of 1455 Maryville Pike Knoxville  
(Street) (City)  
Tennessee (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

For Additional terms and conditions, see the adjustable rate rider attached hereto.

PG 1202 APPT. OF TRUSTEE  
3045  
TB

NOTED  
BOOK 8-357 PM 1988  
RECEIVED FOR  
RECORDING  
SEP 8 3 57 PM 1988  
STEVE HALL

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in paragraph 14. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this paragraph 19, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Property after sale.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

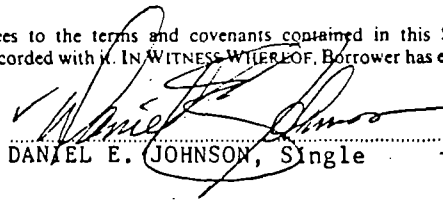
22. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Waivers. Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 2-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider |   |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

  
DANIEL E. JOHNSON, Single (Seal) —Borrower

(Seal)  
—Borrower

[Space Below This Line For Acknowledgment]

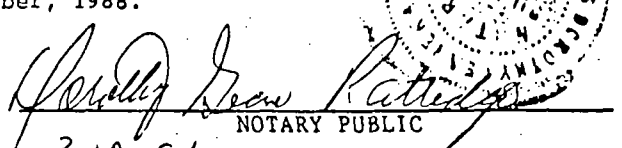
STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, DANIEL E. JOHNSON, Single the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Knox County, this the 8th day of September, 1988.

BOOK 2376 PAGE 0443

  
NOTARY PUBLIC  
2-19-01

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index — Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 8th day of Sept., 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Charter Federal Savings and Loan Association

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1455 Maryville Pike, Knoxville, Tennessee

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.50%. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of October, 1990, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three percentage points (3.00%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.50% or less than 10.50%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 16.50%. My interest rate will never be less than 10.50%.

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Daniel E. Johnson (Seal)  
DANIEL E. JOHNSON, Single

—Borrower

(Seal)  
—Borrower

This instrument prepared by:  
Kenneth M. Gresham, Jr., Attorney  
912 South Gay Street, Suite 710  
Knoxville, Tennessee 37902

INSTRUMENT NO. 015774

SUBORDINATION AGREEMENT

The undersigned declares that they are the true and lawful owners and holders of the claim secured by a Trust Deed executed by David A. Witherspoon, Jr., Daniel E. Johnson and David Witherspoon, Inc., to secure P. Douglas Morrison, Trustee, for Jerry V. Sternberg dated September 28, 1979, and of record in Trust Book 1892, page 1027 in the Register's Office for Knox County, Tennessee, securing an indebtedness in the original amount of \$450,000.00, and for valuable consideration in hand paid, the undersigned hereby waives the lien of said instrument as to Lot 10R in the resubdivision of Lot 10 and adjacent tract of the Joseph Lewis First Addition to Vestal, Map Book 7, page 99 as shown in Map Cabinet K, Slot 312B in the Register's Office for Knox County, Tennessee, so as to subordinate said lien in favor of Charter Federal Savings & Loan Association, making its Deed of Trust dated Sept 8, 1988, and of record in Trust Book 2376 page 440 in the Register's Office for Knox County, Tennessee, securing an indebtedness in the amount of \$76,000.00, a first and prior lien against the above described property, but no further or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 9th day of Sept, 1988.

STATE OF TENNESSEE  
COUNTY OF KNOX

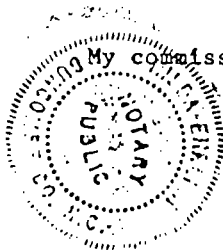
Jerry V. Sternberg  
JERRY V. STERNBERG

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Jerry V. Sternberg, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Knox County, this the 9th day of September, 1988.

Heidi Ehrlich  
NOTARY PUBLIC

My commission expires: 9/7/91



BOOK 2376 PAGE 0445

RECEIVED  
REGISTER  
KNOX CO  
SEP 13 1988  
NOTARY PUBLIC  
STEVE H

THIS INSTRUMENT PREPARED BY:

STEVE HALL  
REGISTER OF DEEDS  
KNOX COUNTY

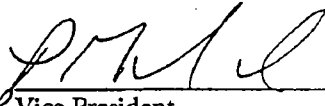
ARNOLD G. COHEN  
LEIBOWITZ & COHEN  
608 S. GAY STREET  
KNOXVILLE, TENNESSEE 37902  
(423) 637-1809  
(423) 637-9276 (facsimile)

### ASSIGNMENT OF DEED OF TRUST

First American National Bank, successor by merger with Charter Federal Savings and Loan Association, (hereafter "FANB") for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby assigns, quit claims and transfers to Maryville Pike Properties, Inc., a Tennessee corporation, formed or to be formed, without representation (except as set forth herein) or warranties or recourse that certain Deed of Trust dated September 8, 1988, from Daniel E. Johnson, single to Kenneth M. Gresham, Jr., and E.L. Byington, Jr., Trustee of record at Trust Book 2376, Page 440 in the Register's office for Knox County, Tennessee, securing a certain indebtedness in the principal amount of \$76,000.00. FANB represents: that the Note is in default; that FANB has full right, power and authority to assign this Deed of Trust; and that FANB's records show that its predecessor had given notice of default to Daniel E. Johnson pursuant to the Deed of Trust.


IN WITNESS WHEREOF, this Assignment is executed the 23 day of June, 1999.

FIRST AMERICAN NATIONAL BANK

BY:   
ITS: ~~X~~ Vice President

STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Phil Cordia with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be the Vice President of First American National Bank the within named bargainor, a corporation, and that he/she

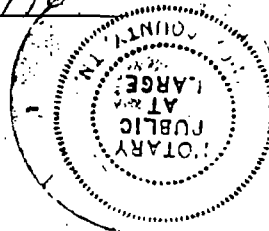
  
Instr: 199907200005191 Page: 1 OF 2  
REC'D FOR REC 07/20/1999 8:58:19AM  
RECORD FEE: \$10.00  
M. TAX: \$0.00 T. TAX: \$0.00

as such Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such Vice President.

Witness my hand and official seal at office this 23rd day of June, 1999.

Lorna R. Hill  
NOTARY PUBLIC

My Commission Expires: May 6, 2001



t:\files\agc\witherspoon\assigt\act





This instrument prepared by:

Arnold G. Cohen  
Leibowitz & Cohen  
608 S. Gay Street  
Suite 200  
Knoxville, Tennessee 37902  
(423) 637-1809

Responsible Taxpayer: Maryville Pike Properties, Inc.  
P.O. Box 5205  
Knoxville, TN 37950-2505

Property Assessor's Ref.: MAP122LE-003 and  
Part of 001

**COUNTERSIGNED**

AUG 26 1999

PARK M. (Parkey) STRADER  
KNOX COUNTY  
PROPERTY ASSESSOR

**TRUSTEE'S DEED**

LOT 10R

THIS INDENTURE, made this the 23<sup>d</sup> day of August, 1999, by and between  
ARNOLD G. COHEN, TRUSTEE, of Knoxville, Knox County, Tennessee, First Party, and  
MARYVILLE PIKE PROPERTIES, INC., a Tennessee Corporation, Knox County, Tennessee,  
Second Party:

WITNESSETH:

WHEREAS, on the 28th day of September, 1979, DANIEL E. JOHNSON, DAVID A.  
WITHERSPOON, JR. and DAVID WITHERSPOON, INC. did duly execute to P. DOUGLAS  
MORRISON, TRUSTEE, a certain Deed of Trust, which was duly registered in the Register's  
Office for Knox County, Tennessee, of record at Trust Book 1892, page 1027, and which did  
convey the property hereinafter described, in addition to other property therein described;

WHEREAS, by instrument dated October 31, 1998 of record at Book 3592, Page 1118 in  
said Register's office, ARNOLD G. COHEN was appointed Substitute Trustee; and

WHEREAS, the said trust so to First Party made was for the purpose of securing a certain  
indebtedness or indebtedness payable to JERRY V. STERNBERG; and

WHEREAS, default was made in said indebtedness and thereupon at the request of the  
beneficiary in said trust the First Party hereto did advertise the said property as in said trust  
provided in a daily newspaper published in Knox County, Tennessee, to wit: The Knoxville  
Journal on July 22, 29, and August 5, 1999, giving the time, place and terms of the sale; and

WHEREAS, on Monday, August 16, 1999 at or about 11:00 a.m. at the northernmost  
entrance from Main Avenue, near the Main Assembly Room on M level of the City County  
Building, Knox County, Tennessee, the time and place fixed, the said property was offered for  
sale at public auction for cash in hand and in bar of the statutory right and equity of redemption,  
as provided in said trust, and being cried for a reasonable time, was finally struck off to the  
Second Party at its bid of ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00), it being  
the highest and best bidder, which sum was paid and then applied and directed and provided by  
said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and sum so aforesaid bid and paid, the First Party hereto, as Trustee, does hereby bargain, sell, transfer and convey, unto said Second Party the parcel or lot of land hereinabove referred to and hereinafter described, to have and to hold the same, together with all the hereditaments, improvements, buildings, easements, and appurtenances thereof and thereunto belonging and appertaining, as an inheritance in fee, and free from all right and equity of redemption in the makers of said Deed of Trust and all persons claiming through or under them, subject to any unpaid taxes and also subject to any rights, reservations, restrictions and easements as shown by the public records, to wit:

SITUATED, LYING AND BEING in the NINTH (9th) Civil District of Knox County, Tennessee, and outside the corporate limits of the City of Knoxville, Tennessee, and more particularly described as Lot 10R by survey dated December 16, 1987 by Trotter-McClelland, file 7-1898, recorded at number 135 on January 25, 1988, at cabinet K, page 312B in the Register's Office for Knox County, Tennessee and being more particularly described as follows:

BEGINNING at iron pin in the southwestern right-of-way of Caleb Road (formerly Bridge Street) and 25' from the center line of Caleb Road at the intersection with an alley and being the northwesterly corner of former lot 10; thence with the line of Caleb Road, South 35 degrees 15 minutes East 100 feet to an iron pin; thence in a curve to the right with a radius of 64.1 feet, an arc of 78.0', a chord distance of 73.30 feet South 0 degrees 22 minutes East having a tangent of 44.67' to an iron pin in the southeasterly corner of former lot 10; thence with the terminus line (southerly) of Lewis Avenue South 35 degrees 15 minutes East 26.53 feet to an iron pin in the approximate midpoint of the terminus of Lewis Avenue; thence leaving the line of Lewis Avenue South 21 degrees 44 West 108.12 feet to an iron pin; thence South 71 degrees 37 minutes West 160 feet to an iron pin having passed an iron pin at 39.60 feet; thence North 35 degrees 15 minutes West 93.76 feet to an iron pin; thence North 34 degrees 30 minutes East 304.52 feet to point of BEGINNING, being 1.024 acres as shown by said map of record of Lot 10R.

SUBJECT, HOWEVER, TO THOSE RIGHTS, IF ANY, SET FORTH IN DEED OF TRUST DATED SEPTEMBER 8, 1988, AT BOOK 2376, PAGE 440 IN SAID REGISTER'S OFFICE.

BEING a part of Tracts 1 and 3 as described in that certain Deed of Trust dated September 28, 1979 of record at Book 1892, Page 1027 in said Register's Office.

First Party covenants that, as Substitute Trustee, notice has been given in accordance with Deed of Trust, the undersigned is duly appointed Substitute Trustee of said Deed of Trust and the undersigned has the right and responsibility of conveying the said property to Second Party. First Party covenants that, as Substitute Trustee, First Party has the right and power to convey, and

does hereby convey all of First Party's right, title and interest in and to the said property and that First Party has not transferred or conveyed said property to any other person.

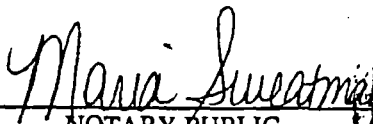
WITNESS, my and seal at office in Knox County, Tennessee, this 23<sup>d</sup> of August, 1999.

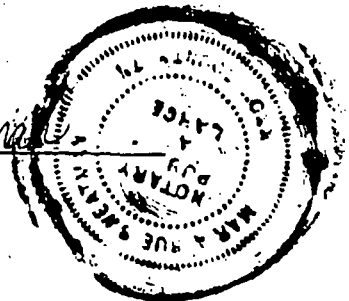
  
\_\_\_\_\_  
ARNOLD G. COHEN  
TRUSTEE

STATE OF TENNESSEE  
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, the within named bargainor, ARNOLD G. COHEN, TRUSTEE, with whom I am personally acquainted, (or who proved to me upon satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

This 23<sup>d</sup> day of August, 1999.

  
\_\_\_\_\_  
NOTARY PUBLIC




My commission expires: 9-27-2000

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00).

\_\_\_\_\_  
Affiant

STATE OF TENNESSEE  
COUNTY OF KNOX

Sworn to and subscribed before me this 26 day of August, 1999.

  
\_\_\_\_\_  
NOTARY PUBLIC Dep. Register

My commission expires: \_\_\_\_\_

  
Instr: 199908260016563  
PAGE: 3 OF 3